MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP)
NON-FEDERAL FUNDED
RFP#: 79-22
COMMBUYS # BD- 22-1206-MBTA-MBTA-75432
MBTA EMPLOYEE SURVEY

Date Issued: May 13, 2022

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Attn: Bidder/s
Request for Proposals (RFP) # 79-22
RFP Description:

Dear Madam/Sir,

The Massachusetts Bay Transportation Authority ("MBTA" or "Authority"), a corporate and a political subdivision of the Commonwealth of Massachusetts, existing pursuit to Mass. Gen. Laws, ch 161A (as amended) invites Bidders to participate in the competitive bid 79-22. The Scope of Work is outlined below in Section 2. The MBTA may at its own discretion award contract(s) to one or multiple Bidders. All formal communication with the MBTA during the bidding period shall be only through the MBTA's designated point of contact.

The MBTA's designated point of contact for this solicitation will be:

Kiana Hall
Massachusetts Bay Transportation Authority
10 Park Plaza, Room 2810
Boston, MA 02116
Email: khall@mbta.com

The RFP shall be launched through COMMBUYS and proposals must be submitted electronically no later than 6/8/2022 2:00 PM, in full compliance with this RFP including but not limited to Section 3, Bidders Instructions and Procurement Process. This RFP shall remain in force until the execution of the Contract, or until modified or cancelled by the MBTA.

Respectfully,

Kiana Hall

Massachusetts Bay Transportation Authority
RFP # **79-22**
COMMBUYS Bid # BD- 22-1206-MBTA-MBTA-75432

1. INTRODUCTION

Through this Request for Proposals, the MBTA seeking to establish a business partnership with a firm that will effectively and efficiently manage the deployment of the MBTA Employee Survey to approximately 6,500 staff several times a year and provide actionable analyses of survey results. The project scope includes reviewing the MBTA's draft survey questions and reducing survey length, developing, and executing a staff engagement plan to increase response rates, performing analysis and highlighting salient findings, and monitoring and reporting on longitudinal results. The contract term will be four years, with three one-year options.

Throughout late 2019 to Spring 2020, the MBTA engaged in an employee-led strategic planning process that resulted in a new mission, vision, and set of values and strategic performance areas. The Strategic Planning Team identified that there are communications gaps within the workforce and limited ways for employees to communicate up the chain of leadership, findings echoed by the Safety Review Panel. The survey is one of several initiatives that MBTA leadership has implemented to address this gap and hold the organization accountable to its stated priorities, which include culture collaboration and communication; workforce investments; and diversity, equity, and inclusion.

The MBTA has 3 goals for its Employee Survey:

1. To create robust feedback loops with the workforce and leadership to improve communication and culture
2. To generate actionable insights for management to prioritize workforce reforms in alignment with the Authority's strategic priority areas
3. To measure and track employee feedback and sentiments over time

The survey is currently structured to be administered on a quarterly basis, with each quarter's survey containing a core set of engagement questions that are asked in every survey and an additional module covering one of the four workforce areas of focus. Recurring questions on every survey address:

- Demographics
- Feelings of safety
- Supervisors
- Communication
- General Workplace Culture

In addition, each survey was intended to include a deeper dive module on one of the following topics:

- Safety
- Workplace culture
- Supervisors and management
- Communication

To date, three surveys have been administered, with deep-dive modules as follows:

- Fall 2020: COVID-related safety (~1000 responses)
- Winter 2020-2021: Workplace culture (~1200 responses)
- Spring 2021: Supervisors and management (~1200 responses)

These three surveys, which generated about a 20% response rate, were administered through alerts-management system Everbridge, which distributed the survey to employees via text message, phone call,

or email according to their preference. Email reminders were also sent. The Authority is open to adjusting survey cadence and combining workforce area questions into one module to optimize response rates and meet survey objectives based on input from the partner firm. Priorities for the survey moving forward include increasing the current response rate—especially among field staff (e.g., bus operators, motorpersons), who comprise a greater proportion of the overall workforce than administrative workers and typically lack regular computer access and an MBTA email account—and ensuring employee anonymity.

2. SCOPE OF WORK

The Authority requires a survey analysis contractor to meet the following objectives that must be executed for each round of survey administration.

1. Create an employee survey workplan
2. Refine survey instruments
3. Administer surveys
4. Analyze results
5. Identify strengths and areas of opportunity
6. Present findings for a variety of audiences

2.1 Create Employee Survey Workplan

The partner firm will develop a structured and well-documented approach to formalize each component of the core requirements, from refining the survey instrument through presenting findings.

Deliverables: Workplan with schedules/timelines for each project component, including key deliverables and milestones, such as survey cadence and target administration dates; and budget breakdown for each project component (including an overview of any variables such as seasonality).

2.2 Refine Survey Instruments

The Authority has already developed questions for its core engagement module and each of the four workforce areas of focus. These are intended to serve as the basis for future surveys that are administered. The survey analysis contractor will be expected to provide recommendations to reduce the number of questions using strategies like a factor analysis, literature review, or other industry best practices.

Additionally, the Authority will consider any recommended changes to question phrasing and survey structure that would better enable benchmarking analyses.

The survey instruments should be available in the 7 languages most relevant to the MBTA service area (English, Spanish, Simplified Chinese, Traditional Chinese, Portuguese, Vietnamese, and French). Preexisting questions have already been translated, but the vendor should arrange for professional translations of any new or modified questions.

Deliverables: Refined survey instrument(s) to better meet the MBTA's surveying needs, including but not limited to survey length that will promote a high response rate and specified translations; results from factor analysis or other analyses.

2.3 Survey Administration and Outreach

The survey analysis contractor will administer the survey, as well as conduct outreach to increase response rates. To this end, the contractor should develop a survey marketing and outreach strategy that includes specific tactics to market the survey to the workforce and remove barriers to participation. Considerations should include how to reach the vast majority of MBTA employees who do not have a work email address, employees who work overnight shifts, and other harder-to-reach segments. The contractor should track response rates of surveys to evaluate the success of their outreach efforts and to identify additional populations that may require targeted outreach.

While Everbridge may be used in the future, panels, in-person data collection, and/or other industry best practices should be considered to increase response rates. Respondents should speak to the software recommended for survey distribution (e.g., Qualtrics, Survey Monkey) that will support the goals and considerations outlined in the RFP. It is critical that electronic version of surveys are viewable with a screen reader. The platform must meet or commit to meet the MBTA's accessibility requirements as described in Attachment A: MBTA Accessibility Requirements.

In addition to increasing response rates, ensuring respondent anonymity is a top priority. One reason an employee may decide not to participate is the concern of possible jeopardy for their career. To ensure valid results, the contractor shall help senior leadership create plans for how the data is segregated to minimize identification and the possibility of retaliation. The contractor's proposed strategy should protect anonymity and foster trust while addressing the constraints presented by anonymous surveying. Respondents should describe how personally-identifiable information (PII) will be handled and security practices for sensitive data.

Pulse-check surveys to monitor progress and effectiveness of employee engagement initiatives that are launched during the survey period may also be required; this will be determined in partnership with the MBTA.

Deliverables: Survey marketing and outreach plan; strategy for survey administration that protects anonymity and increases response rates; response rates tracked over time, including a breakdown of specific segments of the employee population that the MBTA has found challenging to engage through surveying efforts to date; pulse-check surveys as appropriate.

2.4 Analyze Results

The partner firm will plan to prepare and analyze data and report on findings as follows. During the engagement, the need for additional views and outputs may arise.

- Data Preparation
    - Data cleaning and validation
    - Data dictionaries and documentation
    - Survey weighting
- Data Analysis
    - Segmentation of results
    - Descriptives
    - Regression analyses
    - Analyses tracking survey responses over time
    - Benchmarking for industry/local business standards
    - Additional or ad hoc analyses as requested by Authority leadership and/or individual departments/teams

- Reporting
    - Identify trends at the desired level of focus (e.g., area, job classification, tenure)
    - Identify subgroups of the respondent population to target for specific analysis (e.g., field staff who are inaccessible via email)

Deliverables: Syntax/coding files used to clean/analyze data; clean dataset files to be provided via secure file transfer in CSV format (also potentially uploaded into secure AWS server space); if applicable, direct login or server access to data; outputs from analyses performed in PowerPoint and .pdf formats; potentially other media as recommended to enhance communication of analytical results.

2.5 Identify Strengths and Areas of Opportunity

The partner firm will identify the MBTA's strengths and areas of opportunity based on analyses over time. Benchmarking of industry and local peer organizations should inform these findings.

Deliverables: Discrete areas of opportunity for the Authority (e.g., communication with frontline staff, opportunities for career development and staff promotion); identifiable areas of strength for the MBTA; comparison of strengths and areas of opportunity to identified peers.

2.6 Present Findings for a Variety of Audiences

The partner firm will communicate findings and recommendations to stakeholder groups that are to be determined and facilitate dialogue and decision-making with executives and senior managers at a set cadence established in the survey workplan. Additionally, a strategy for presenting to front-line staff—for example, through town hall-style meetings, employee intranet, newsletters, or webinars, should be included.

Deliverables: Audience-specific PowerPoint presentations, .pdfs, and web content developed with MBTA staff for wide internal dissemination.

3. BIDDERS INSTRUCTIONS AND PROCUREMENT PROCESS

3.1 Bidders' Conference

The MBTA reserves the right to hold one or more Bidders' conferences with all Bidders at any time prior to the Response Date. Bidders' conferences may be held either in person or by telephonic or electronic means. If held telephonically or electronically, the Bidders' conference will permit interactive communication between all Bidders and the MBTA. The MBTA will provide notice of any Bidders' conference via COMMBUYS. If a Bidders' conference is conducted by telephonic or electronic means, the notice will inform Bidders of the manner of the meeting.

Each Bidder, by submittal of its Response, acknowledges the opportunity to attend any Bidders' conference, if held, was offered to all Bidders, and waives any right to challenge this procurement based on its attendance at, or failure to attend, a Bidders' conference.

Each Bidder is encouraged to attend Bidders' conferences, if held, with appropriate members of its proposed staff, and if requested by the MBTA, senior representatives of proposed team members identified by the MBTA. Nothing stated at any Bidders' conference or included in a written record or summary of a Bidders

conference will modify this RFP or any other part of the RFP unless it is incorporated in an addendum issued.

3.2 Procurement Method

This RFP is issued pursuant to the following laws and regulations: **Mass. Gen Laws, Ch. 161A; 801 CMR 21.00.**

Bidder shall be responsible for making itself fully aware of, complying with, and in its Response addressing the impact of and compliance with all applicable laws and regulations.

This RFP will be launched and managed via COMMBUYS. Instructions for log-in and use of COMMBUYS are described in http://www.mass.gov/anf/docs/osd/forms/instructions-for-vendors-responding-to-bids.docx
Bidders may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-MA-STATE. The Helpline is staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday (Eastern Time), except on federal, state, and Suffolk county holidays.

It is the responsibility of Bidders to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's Designated Representative and to monitor that email inbox for communications from the MBTA, including responses to Bidder questions. The MBTA and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with Bidder's computer, network, or internet service provider ("ISP") cause email communications sent to or from Bidder and the MBTA to be lost or rejected by any means including email or spam filtering.

Bidder shall review and study all documents thoroughly and report any discrepancies, omissions, technical queries, or other clarifications via COMMBUYS.

Questions and clarification requests submitted by Bidder will, together with MBTA's responses, be made available to all Bidders via COMMBUYS.

3.2.1 MBTA DESIGNATED REPRESENTATIVE

Unless specifically stated otherwise in this RFP, Bidder must submit changes to Bidder's designated representative and any other communications in to the MBTA's Point of Contact via COMMBUYS. The MBTA's Point of Contact is Kiana Hall, khall@mbta.com.

3.2.2 IDENTIFICATION OF BIDDER DESIGNATED REPRESENTATIVE

When submitting a Bid, the Bidder must identify to the MBTA's Point of Contact its own Designated Representative to act on behalf of the Bidder relating to this procurement.

3.3 RFP Calendar and Delivery Instructions

Bidder is required to prepare and submit all required documents to MBTA electronically via COMMBUYS.

The MBTA anticipates carrying out the procurement process in accordance with the schedule noted in the table below. All times are local Boston, Massachusetts, USA, times unless otherwise indicated. The schedule is subject to modification at the sole discretion of the MBTA. Bidders will be notified of any change by an addendum to this RFP.

TABLE: RFP CALENDAR		
Procurement Activity	**Date**	**Time**
RFP issued	5/16/2022	
Deadline for submission of Bidder questions via COMMBUYS Q&A	5/26/2022	2:00 p.m.
Official Answers for Bid Q&A published by MBTA on COMMBUYS	6/1/2022	2:00 p.m.
Response Due Date	6/8/2022	2:00 p.m.
Virtual presentations at MBTA (estimated)	6/15/2022	
Contract Execution (estimated)	6/24/2022	
Service Start Date (estimated)	7/1/2022	

3.4 Dissemination of Confidential Information

Not Applicable

3.5 Examination of RFP

Each Bidder shall be solely responsible for examining, with appropriate care and diligence, the RFP and any addenda and material made available to Bidders by the MBTA, and for informing itself with respect to any and all conditions that may in any way affect the amount or nature of its Response, or the performance of the Contractor's obligations under the Contract with the MBTA. Failure of the Bidder to so examine and inform itself shall be at its sole risk, and the MBTA will provide no relief for any error or omission.

The submission of a Response shall be considered prima facie evidence that the Bidder has made the above-described examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

3.6 Rules of Contact

Starting on the date the RFP is issued and ending on the earliest of (a) the award and execution of the Contract, (b) rejection of all Responses by the MBTA, or (c) cancellation of the procurement, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, email, or formal written communication.

The specific rules of contact are as follows:

i. No Bidder, or any of its team members, may communicate with another Bidder or its team members with regard to this RFP or either team's Response, except that subcontractors that are shared between two or more Bidder teams may communicate with their respective team members so long as those Bidders establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. This prohibition does not apply to public discussions regarding the RFP at any MBTA sponsored Bidders' conferences.

ii. No Bidder or representative thereof shall have any ex parte communications regarding the RFP, the Contract, or the procurement described herein with any member of the MBTA's Board of Directors, the Massachusetts Department of Transportation ("MassDOT") Board of Directors, or with any MassDOT or MBTA staff, advisors, contractors, or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance at the MBTA's Point of Contact's sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP,

Contract, or procurement or from participation in public meetings of the MBTA or MassDOT Boards of Directors or any public or Bidder workshop related to this RFP.

iii. Any communications determined by the MBTA, in its sole discretion, to be improper may result in disqualification.

iv. Any official information regarding this RFP will be disseminated from the MBTA's Point of Contact via COMMBUYS.

v. The MBTA will not be responsible for or bound by any oral exchange or any other information or exchange that occurs outside the official process specified herein.

vi. The MBTA will not be bound by, and Bidders should not rely on, any oral communications regarding the RFP. Use of any information gathered or received from other agencies or entities shall be at the Bidder's own risk.

3.7 Clarifications of Specifications, Questions and Answers

Bidders shall review the RFP and any addenda issued by the MBTA prior to the Response Date and request written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Bidder fails to understand or to which the Bidder is suggesting a change. Failure of the Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by the MBTA. Bidders shall submit, and the MBTA will respond to, questions and requests for written clarification in accordance with this Section 3.7.

Questions and clarification requests shall be minimized or aggregated to the extent possible. All questions and clarification requests shall be made by Bidder through the "Bid Q&A" tab in COMMBUYS. Such comments and questions may be submitted at any time prior to the applicable date specified in Section 3.3 or such later date as may be specified in any addendum and shall: (i) identify the document; (ii) identify the relevant section number and page number) or, if it is a general question, indicate so; and (iii) not identify the Bidder in the body of the question or contain proprietary or confidential information. Questions submitted in any other format or method than that described above will not be considered.

Responses to requests for clarification or questions will be provided in writing and issued by the MBTA's Point of Contact via the COMMBUYS. In addition, the MBTA reserves the right to, in its sole discretion, not answer all questions submitted by Bidders.

It is the Bidder's responsibility to verify the MBTA's receipt of questions and clarification requests.

3.8 RFP Addendum

The MBTA reserves the right to issue addenda to the RFP after initial publication.

It is each Bidder's responsibility to monitor COMMBUYS for any addenda and any Bid Q&A records related to this RFP. The MBTA and the Commonwealth accept no responsibility and will provide no accommodation to Bidders who submit their Response based on an out-of-date RFP or on information received from a source other than COMMBUYS.

3.9 MBTA Standard Contract and Terms & Conditions

The MBTA does not encourage attempts to negotiate the Section 8.0 Massachusetts Bay Transportation Authority Standard Contract Terms & Conditions. Many of these provisions are required by law; others are longstanding MBTA policy / practice. Accordingly, Bidders / proposers should

only redline or object to provisions that they find absolutely unacceptable. Any rejection or modification of these provisions may disqualify a Bid / proposal as being non-responsive or non-compliant.

3.10 Confidentiality / Public Information Act Disclosure Requests

3.10.1 Disclosure Waiver

Each Bidder, by submitting a Response to the MBTA in response to the RFP, consents to the disclosures described in this RFP, including this Section and all other disclosures required by law, and expressly waives any right to contest, impede, prevent, or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing, or delaying such disclosure, under Mass. Gen. Laws, ch. 66 (the Massachusetts Public Records Law or "Public Records Law") or any other law relating to the confidentiality or disclosure of information. Under no circumstances will the MBTA be responsible or liable to a Bidder or any other party as a result of disclosing any such materials. Each Bidder hereby further agrees to assist the MBTA in complying with these disclosure requirements.

3.10.2 Public Disclosure of Response Documents

Subject to applicable law, after execution of the Contract, or in the event that the procurement is cancelled by the MBTA, the MBTA shall have the right to publicly disclose any and all portions of all Responses. The MBTA will not disclose material deemed confidential by the MBTA in accordance with Section 3.10.3, unless otherwise required by law.

3.10.3 Disclosure Process for Requests Under the Public Records Law

All written correspondence, exhibits, reports, printed material, photographs, tapes, electronic disks, and other graphic and visual aids submitted to the MBTA during this procurement process, including as part of the response to this RFP, become the property of the MBTA upon their receipt by the MBTA and will not be returned to the submitting parties. Except as provided by applicable law, all materials submitted to the MBTA are subject to release as public records. Bidders shall familiarize themselves with the provisions of applicable law (including the Public Records Law) pertaining to disclosure of information in the MBTA's possession. In no event shall the MBTA, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a Bidder or Bidder team member for the disclosure of all or a portion of a Response or related information submitted during this procurement.

If a Bidder has special concerns about information which it desires to make available to the MBTA but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such responding Bidder shall specifically and conspicuously designate that information by placing **"TRADE SECRET - PROPRIETARY"** in the header or footer of each such page affected and by identifying such trade secret, proprietary information in the Technical Proposal Cover Letter (see Enclosure 1). Nothing contained in this provision shall modify or amend requirements and obligations imposed on the MBTA by the Public Records Law or other applicable law. The provisions applicable law, including the Public Records Law, shall control in the event of a conflict between the procedures described above and the applicable law.

If the MBTA receives a request for public disclosure of all or any portion of a Response or its related information that is designated as "Trade Secret - Proprietary," the MBTA will endeavor to use reasonable efforts to notify the applicable Bidder of the request. The Bidder can assert, in writing and at its sole expense, a claimed exception under the Public

Records Law or other applicable law, within the time period specified in the notice issued by the MBTA and allowed under the Public Records Law. The Bidder can choose to defend any action seeking release of the records it believes to be confidential information. The Bidder shall indemnify, defend, and hold harmless the MBTA and its agents and employees in connection with the Bidder's opposition to a public records request, and such indemnification shall include all damages, costs and expenses (including reasonable attorney's fees) the MBTA incurs because of or arising out of the Bidder's opposition to any public records request. This indemnification survives the MBTA's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a Response, the Bidder agrees that this indemnification survives as long as any information submitted by the Bidder is in the possession of the MBTA.

The MBTA shall not under any circumstance be responsible for securing a protective order or other relief enjoining the release of information marked "trade secret – proprietary" in any Response, nor shall the MBTA be in any way financially responsible for any costs associated with securing any such order or for any loss associated with the release of information marked "trade secret – proprietary" or otherwise.

3.11 Business Conduct

All Responses submitted by a Bidder to the MBTA shall be made without collusion with any other Bidder(s) submitting a Response to this RFP.

Bidder shall not directly or indirectly, in relation to this RFP, give, promise, attempt to give, or approve or authorize the giving of anything of value, including by transferring all or part of the remuneration payable under any Contract, to:

a) any person employed or representing the MBTA;
b) any other person, including any public official;
c) a political party or a labor union controlled by any governmental authority or political party; or
d) a charitable or other organization, or an officer, director, or employee thereof, or any person acting directly or indirectly on behalf of the same

for the purpose of (i) securing any improper advantage for either Bidder or the MBTA; (ii) inducing or influencing a public official improperly to take any action or refrain from taking any action in order for either Bidder or the MBTA to obtain or retain business, or to secure the direction of business to either Bidder or the MBTA, or (iii) inducing or influencing a public official to use his or her influence with any governmental authority or public international organization for any such purpose.

3.12 Collusion

By the submission of a Bid in response to the RFP, the Bidder represents and certifies that its Bid is made without collusion with any other Bidder submitting a Bid on the same commodity / service and is in all respects fair and without fraud.

3.13 Prices

Each Bid must contain the unit price(s) / rate(s) or lump sum price, extended price(s), and the grand total of the Bid. Bidders shall submit their pricing using **Form D: Pricing Proposal**. The unit price / rate shall prevail in case of an error in price extension. Prices submitted shall be valid throughout the Acceptance Period.

3.14 Acceptance Period

From and after the Response Due Date identified in Section 3.3 (as amended) the MBTA shall have one

hundred and eighty (180) calendar days to award a Contract based on this RFP. Such 180-day period is the "Acceptance Period." The Bidder's Bid is irrevocable and shall remain open and available for acceptance by the MBTA during the entirety of the Acceptance Period. The MBTA reserves the right to extend the Acceptance Period with respect to any or all Bidders upon obtaining the applicable Bidder's written consent to such extension.

3.15 Eligible Entities

Any contract resulting from this Bid will be available for use by all MassDOT divisions and departments.

3.16 Pre-Contractual Expenses

The MBTA shall not be liable for any pre-contractual expenses incurred by the Bidder in connection with this RFP. The Bidder shall not include any such expenses as part of its proposal. Pre-contractual expenses include all expenses the Bidder incurs prior to the date the MBTA enters into a Contract with any Bidder (or prior to the MBTA's withdrawal or cancellation of the RFP, as the case may be), such as, but not limited to, expenses the Bidder incurs in preparing its Bid, submitting its Bid to the MBTA, negotiating with the MBTA any matter related to this RFP, and inspection, testing, shipping, and return shipping of proposed goods or samples.

3.17 Tax Exemption

The MBTA is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates upon request. The MBTA is also exempt from Massachusetts State Sales Tax — Exemption Number E-042-323-989. Such taxes should not be included in Bid prices.

The Bidder alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to any Agreement it enters into with the MBTA and/or to the compensation it receives from the MBTA or any other party in connection with such Agreement.

3.18 Insurance

The insurance policies that the successful bidder shall carry are outlined in the **attached Minimum Insurance Requirements** document with this solicitation. The successful bidder shall submit proof of insurance for the requirements detailed at the time of submitting their bid. If proof of insurance is not available at the time the Bidder submits its Bid, the successful bidder certifies that it will carry such insurance policies and all costs associated with the insurance requirements are included in its Bid pricing. The successful bidder shall provide proof of all required insurance within three business days of conditional notice of award.

4. SUBMISSION OF RESPONSE

4.1 Response Submissions

Responses shall be submitted via COMMBUYS.

Each Response shall be submitted in the following two parts:

a) Technical Response including:

- Bid Cover Letter
- Power of Attorney (as described in Section 4.2 of this RFP)
- Form A: Pre-Award Bidder Evaluation Data Form
- Form B: Technical Response
- Form C: Small Business Program Attestation Form

- Other items as applicable

b) Price Proposal as a separate document which should be labeled as Form D. The Bidder should include:

- A detailed all-inclusive project cost to be charged for the initial four (4) year term and all potential extension periods.
- Hourly rates for Bidder resources included in its proposal and fixed rate categories for additional services to that described in this RFP but beyond its scope. MBTA will not pay any costs and expenses not included in the price proposal.

The specific requirements for submission of the **Technical Response are set forth in Form B.**

If a Bidder is a team, whether or not legally formed, the Bid Cover Letter shall be signed by all parties to the Bidder so that the Response is legally binding upon each member of the Bidder.

Any interlineations, erasures or overwriting in the Response will only be valid if they are initialed by the Authorized Signatories.

Bidders shall submit Responses including all forms and schedules and shall not remove pages from the provided forms. **The Technical Response and Price Response shall be completely separate documents. Bidder Financials shall be included in Technical Proposal only.**

Any Response which materially fails to meet the Response requirements of the RFP will be found non-responsive without further evaluation unless the evaluation team, at its discretion, determines that the non-compliance is insubstantial and can be corrected. In these cases, the evaluation team may allow the Bidder to make minor corrections to the Response.

4.2 Power of Attorney

Bidder shall enclose a power of attorney in its own form, duly signed by a legally authorized officer of the Bidder authorizing the Authorized Signatories to sign the Response and bind the Bidder to the Response.

4.3 Acceptance of Response

The Response constitutes a binding offer by the Bidder to enter into the Contract, and the MBTA shall have the right to accept or reject such offer and/or any conditions proposed in full or in part. If the Response is accepted, the Bidder shall conclude the Contract with the MBTA based on the RFP, any addenda, the Response and any agreed amendments or modifications thereto. Until the formal Contract is signed, Bidder has no authority to proceed with the Scope of Work or to incur any costs for which MBTA may be held liable. The MBTA shall have no obligations to Bidder until a formal contract has been entered into.

4.4 Incomplete Response

If Bidder does not fully comply with this RFP, or if the Response is incomplete or vague, the Response may not be considered, unless the MBTA in its absolute discretion decides otherwise.

5. MBTA POLICIES

5.1 Small, Minority, Women, and Other Disadvantaged Businesses

It is the policy of the Commonwealth and the MBTA to ensure non-discrimination in the procurement of goods and services. It is the MBTA's intention to create a level playing field on which all contractors and subcontractors can compete fairly for contracts. The MBTA promotes equity of opportunity in state

contracting; and to that end; encourages full participation of certified small, minority, women, and other disadvantaged owned businesses as those terms are defined by the Commonwealth's Supplier Diversity office. The MBTA further recognizes the importance of meaningful partnerships involving subcontracting with certified small minority, women and other disadvantaged owned businesses.

6. SELECTION PROCESS AND EVALUATION

6.1 Response Opening and Confidentiality

Subject to applicable law, prior to Contract execution, the MBTA intends to treat all information received from each Bidder as confidential information to be used for the purpose of evaluating the Response.

6.2 Responsiveness Review and Basis of Award

The MBTA reserves the right, in its sole discretion, to determine if a Bid is responsive and the Bidder is responsible. In determining whether a Bidder has the ability to perform successfully under the terms and conditions of the proposed procurement, the MBTA will consider such matters as the Bidder's integrity, compliance with public policy (e.g., EEO record, attainment of DBE goal, debarment status, etc.), record of past performance, and financial and technical resources. Bidder is required to complete **Form A: Pre-Award Bidder Evaluation Data Form.**

Upon receipt, the Technical Responses will be reviewed for responsiveness to the RFP requirements. The Technical Responses will be reviewed for (i) deficiencies and minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Response; (ii) conformance to the RFP instructions regarding organization and format; and (iii) the responsiveness of the Bidder to the requirements set forth in this RFP. The MBTA may request Bidder clarification of any minor informalities, irregularities, and apparent clerical mistakes, after which the MBTA may evaluate the Response, at the MBTA's sole discretion.

Those Technical Responses not responsive to this RFP may at the MBTA's sole discretion be excluded from further consideration and the Bidder will be so advised.

After completion of the evaluation of the remaining Technical Responses, the remaining Price Responses will be reviewed for responsiveness to the RFP requirements. The Price Responses will be reviewed for (i) deficiencies and minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the Response; (ii) conformance to the RFP instructions regarding organization and format; and (iii) the responsiveness of the Bidder to the requirements set forth in this RFP. The MBTA may request Bidder clarification of any minor informalities, irregularities, and apparent clerical mistakes after which the MBTA may evaluate the Response, at the MBTA's sole discretion.

Those Price Responses not responsive to this RFP may at the MBTA's sole discretion be excluded from further consideration and the Bidder will be so advised.

The MBTA may also exclude from consideration any Bidder whose Response contains a material misrepresentation.

6.3 Evaluation and Notification

The MBTA will evaluate each Response and seek clarifications as necessary through requests for clarification or in meetings to be arranged at MBTA discretion. The MBTA will evaluate Responses based on a combination of **Pass/Fail Criteria, Technical Evaluation Criteria, and Price Responses.** The process may, at the MBTA's sole discretion, include (i) requests for additional written information or clarification from any Bidder; (ii) requests for oral interviews; (iii) requests for best and final offers ("BAFOs"); and/or (iv) a negotiations phase.

6.4 Pass/Fail Evaluation

The Proposal will be evaluated based on the Pass/Fail Evaluation Criteria identified below. Each Bidder must obtain a "pass" on all Pass/Fail Evaluation Criteria in order for its Response to be eligible for selection. The MBTA may request Bidder clarification on a Pass/Fail Evaluation Criteria, after which MBTA may re-evaluate the Response, at MBTA's sole discretion.

Criteria	Evaluation Methodology	Evaluation Basis
Legal	Pass/Fail	Form A response
Financial Stability	Pass/Fail	Form A response

6.5 Technical Response and Supplier Diversity Evaluation Criteria

Each criterion will be evaluated considering all of the information included in the Technical Proposal related to the criterion, as well as other information gathered from references, presentations, and on-site visits.

In addition to the Technical Response and Evaluation Criteria below, responses will also be evaluated based on the Supplier Diversity Criteria which, will account for 25% of the overall technical scoring. **The MBTA seeks Proposals that incorporate participation by M/WBE's, minority individuals, and women in as many aspects of the services as possible.** MBTA's goal is to select a Contractor who uses creativity to incorporate participation in this contract and is committed to an exceptional and comprehensive program for achieving the diversity and inclusion goals of this RFP as further described.

The MBTA may at its own expense and upon reasonable notice, visit and inspect current operations of the Bidder and/or any proposed subcontractors, including the premises, facilities, equipment, personnel and other resources, and carry out related appraisals as part of the Response evaluation prior to entering into any Contract.

The Technical Evaluation Criteria are identified and detailed below.

Technical Response Evaluation Criteria
Bidder Experience, Capabilities, and Qualifications
Technology and Analytics Plan
Staffing Plan
Project/Implementation Plan
Accessibility Plan
Supplier Diversity

The Technical Evaluation Criteria and the Supplier Diversity Criteria will be rated using a numerical

rating approach. This will be based on the following scoring scale.

a) **Excellent (5 Points Awarded):** The Bidder has presented and supported an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the MBTA. This rating indicates a consistently outstanding level of quality, with very little or no risk that this Bidder would fail to meet the requirements of the solicitation. There are no weaknesses.

b) **Good (4 Points Awarded):** The Bidder has presented and supported an approach that is considered to meet the stated criteria. This rating indicates a generally better than acceptable quality, with little risk that this Bidder would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor and not material to the Response. Correction of the weaknesses would not be necessary before the Response would be considered further.

c) **Satisfactory (3 Points Awarded):** The Bidder has presented and supported an approach that is considered to possibly meet the stated criteria. This rating indicates a level of risk to the MBTA. Weaknesses exist but may be corrected through requests for clarification.

d) **Fair (2 Point Awarded):** The Bidder has presented and supported an approach that fails to meet stated criteria and would pose a clear risk to the MBTA. The issues may be susceptible to correction through major and lengthy discussions. Such a response is considered marginal in terms of the basic content or amount of information provided for evaluation.

e) **Poor (1 Points Awarded):** The Bidder has presented and supported an approach that indicates significant weaknesses or unacceptable quality or fails to include evidence that it can provide the services requested. The Response fails to meet the stated criteria or lacks essential information. There is no reasonable likelihood of success; weaknesses are so major or extensive that a major revision to the Response would be necessary.

6.6 Price Response Evaluation

Price will be evaluated in combination with the Technical Evaluation Criteria and the Supplier Diversity Criteria listed above. While the MBTA seeks to minimize costs, the selection of a winning Proposal will be made on a best-value basis.

6.7 Basis of Award: Best – Value Proposal

Bidder is advised that the MBTA shall not be bound to accept the lowest priced Response or the Response with the highest Technical Response Score. The selection will be made on a best-value basis, evaluating price along with other factors. For purposes of this procurement, all evaluation factors other than price, when combined, are more important than the lowest price. Therefore, the MBTA may decline to select the lowest-priced, technically acceptable Proposal, if the MBTA determines that another, higher-priced Proposal demonstrates sufficient additional technical merit to justify the additional cost. Similarly, price will be an important factor in differentiating between Proposals of comparable technical merit.

In order to make a selection, the MBTA will determine whether the Responses are responsive and evaluate the Pass/Fail Evaluation Criteria, Technical Evaluation Criteria and the Supplier Diversity Criteria, and assign an overall Technical Proposal Score. After the determination of the Technical Proposal Score, the MBTA will evaluate the Price Responses of the remaining Bidders. If applicable, the MBTA will determine

the best value by analyzing whether the perceived benefits of the higher priced Response merit the additional cost.

The MBTA will not select any Bidder that the MBTA determines has submitted a non-responsive Technical or Price Response or to have submitted any pricing information that is not reasonable. The MBTA reserves the right to accept or reject, at its sole discretion, any or all Responses in full or in part.

6.8 Successful Bidder

The successful Bidder will be posted in COMBUYS. If applicable, all unsuccessful Bidders shall immediately return all confidential information to the MBTA.

6.9 MBTA Reserved

In connection with this RFP, the MBTA reserves to itself all rights (which rights shall be exercisable by the MBTA in its sole discretion) available to it under applicable laws, including without limitation, with or without cause and with or without notice, the right to:

a) Modify the RFP process in its sole discretion to address applicable law and/or the best interests of the MBTA.

b) Develop the work to be performed under the Contract in any manner that it, in its sole discretion, deems necessary. If the MBTA is unable to negotiate a Contract to its satisfaction with a Bidder, it may negotiate with the Bidder with the next highest ranked proposal, terminate this RFP and pursue other developments or solicitations relating to the work to be performed under the Contract, or exercise such other rights under the provisions of Massachusetts law as it deems appropriate.

c) Cancel this RFP in whole or in part at any time prior to the execution by the MBTA of a Contract, without incurring any cost, obligations, or liabilities.

d) Issue a new Request for Proposals after withdrawal of this RFP.

e) Not select any Bidder or cancel this procurement.

f) Reject any and all submittals and Responses received at any time.

g) Modify all dates set or projected in this RFP.

h) Terminate evaluations of Responses received at any time.

i) Exclude any potential Bidder from submitting any response to the RFP based on failure to comply with any requirements of those documents.

j) Suspend and terminate Contract negotiations at any time, elect not to commence Contract negotiations with any responding Bidder, and engage in negotiations with the Bidder with the next highest ranked proposal if negotiations are unsuccessful with the apparent successful Bidder.

k) Issue addenda, supplements, and modifications to this RFP.

l) Appoint an Evaluation Team to evaluate Responses, make recommendations to the MBTA and MassDOT Boards of Directors, and seek the assistance of MBTA, MassDOT, and consultant technical experts in Response evaluations.

m) Require confirmation or clarification of information furnished by a Bidder, require revised or additional information from a Bidder concerning its Response, and require additional information to clarify a Response.

n) Conduct presentations with Bidders, identify a short-list of Bidders, and conduct on-site visits at Bidder facilities.

o) Declare a competitive range, conduct discussions, and request Response revisions and best and final offers.

p) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.

q) Add or delete Bidder responsibilities from the information contained in this RFP.

r) Waive deficiencies in a Response, accept and review a non-conforming Response, or permit clarifications, revisions, or supplements to a Response.

s) Negotiate with a Bidder without being bound by any provision in its Response, or choose to award and/or execute the Contract without negotiations.

t) Disqualify any Bidder that changes its submittal without MBTA approval.

u) Disqualify any Bidder under this RFP for violating any rules or requirements of the procurement set forth in this RFP or in any other communication from MBTA.

v) Delay issuance of notice to proceed after execution of the Contract.

w) Conduct all or any portion of the Scope of Work itself.

x) Exercise any other right reserved or afforded to the MBTA under this RFP or available pursuant to applicable law.

This RFP does not commit the MBTA to enter into a Contract or proceed with the procurement described herein. The MBTA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Bidder.

In no event shall the MBTA be bound by, or liable for, any obligations with respect to the work to be performed under the Contract until such time (if at all) as the Contract, in form and substance satisfactory to the MBTA, has been executed and authorized by the MBTA and, then, only to the extent set forth therein.

In submitting a response to the RFP, each Bidder is specifically acknowledging these disclaimers.

6.10 Appeal / Protest Procedures

Bid appeals / protests relative to this procurement will be reviewed and adjudicated in accordance with the MBTA's Appeals / Protest Procedure - Goods & Services. A copy of this procedure is available online at www.mbta.com.

7. CONTRACT STRUCTURE

The contract ("Contract") between the MBTA and the winning Bidder shall be formed by the following sections ("Sections") of COMMBUYS # BD- 22-1206-MBTA-MBTA-75432 and RFP # 79-22 in order of precedence.

1. Any change orders or amendments, the most recent having precedence
2. Memorandum of Contract
3. Standard Contract and Terms & Conditions
4. Scope of Work
5. Insurance Requirements
6. Contractor Proposal
7. Contractor Fee for Service; Pricing & Invoicing

Enclosure 1 – Bid Cover Letter

Massachusetts Bay Transportation Authority
Attention: Procurement and Logistics Department
10 Park Plaza, Suite 2810
Boston, MA 02116

Instructions: Bidders shall complete the Bid Cover Letter below with their company name and completed check boxes to indicate the bid documents that constitute their bid. **The Bid Cover Letter should be included with all bid documents submitted to the MBTA.**

RFP #:	79-22
COMMBUYS Bid #	BD- 22-1206-MBTA-MBTA-75432
Project Name:	MBTA Employee Survey
Bidder (Company Name):	

The undersigned Bidder having carefully examined and understood the documents included in the Request for Proposals ("RFP"), hereby offers to MBTA the "*Bid"* as contained in the following responses enclosed with this letter:

Forms	**Check to Indicate Submitted Bid Documents**
Power of Attorney (as described in Section 4.2)	☐
Form A: Pre-Award Bidder Evaluation Form	☐
Form B: Technical Response	☐
Form C: Small Business Attestation Program	☐
Form D: Pricing Proposal **(as a separate document)**	☐
Signed Section 8.1 Massachusetts Bay Transportation Authority Standard Terms and Conditions Note: Section 8 Massachusetts Bay Transportation Authority Standard Contract is NOT to be submitted; it is not completed until award	☐
Proof of Insurance	☐

We confirm that our Bid is in exact accordance with the solicitation with no exceptions to, or comments upon, the solicitation documents. We confirm that the submission of our Bid with the signature below

makes all certifications as outlined in the solicitation documents. This Bid shall constitute a binding offer open for acceptance by the MBTA.

We confirm that this Bid has been prepared and is compliant with the solicitation instructions and agree to conduct ourselves in accordance with the solicitation. We confirm receipt of all addenda related to this solicitation. We confirm the 180 days Acceptance Period of this Proposal.

The undersigned are authorized to sign on behalf of and to bind _____ (include Bidder's name) to the provisions of this Bid.

Bidder (company name): _____

Authorized Representative Name: _____

(BLOCK LETTERS)

Authorized Representative's Signature: _____

Title: _____

Date: _____

Form A: Pre-Award Bidder Evaluation Data Form

Pre-Award Bidder Evaluation Data			
Name of Firm:			
Federal Identification Number:			
Legal Address:			
Contact Name:			
Telephone Number:			
Email:			
Please select one: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture			
Date Organized:		**State Incorporated:**	
Names of Officers or Partners:			
Please provide details of any litigation, suits, or court action taken or pending against Bidder below:			

Please provide the following information that demonstrates that the Bidder together with its selected Affiliates and or Subcontractors has the required capabilities to successfully execute the Work. Please submit as attachments the following requested documents:	**Check Attachment**
Audited financial statements for the last 3 financial years	☐
Attach, if applicable, a list of all principal subcontractors and the percentage and nature and value of work each will perform on this project. Principal items of work shall include, but not be limited to, those listed in the solicitation.	☐
If a completed VPAT is available for your solution, please provide a copy	☐

Please provide answers to the following questions:	**Check Answer**

Do you have any outstanding indebtedness or unsecured loans or debts or trading losses not reported within the financial reports?	**Yes** ☐ **No** ☐
Do you have any contracts over the last two years that were assessed liquidated damages or termination for non-performance?	**Yes** ☐ **No** ☐
Are you able to comply with Attachment B – MBTA Accessibility Requirements? Please note any areas of non-compliance or requests for exceptions in an attachment.	**Yes** ☐ **No** ☐

If the Bidder or subcontractor is a joint venture, submit this Pre-Award Bidder Evaluation Data form for each member of the joint venture.

Form B: Technical Response

The requirements set forth here describe the minimum technical information to be submitted by the Bidder to the MBTA as part of the Response. The Bid shall enable the MBTA to assess and evaluate the technical components of the Bid. Wherever possible, deliverables below should be representative of work similar in context to the Scope of Work in Section 2.

The Technical Response shall have the following general requirements:

- PDF format
- Documents provided should be free from hyperlinks and external references that would direct the reader to any information beyond the submitted Technical Response
- Bidder's Technical Response shall include complete and accurate responses to this RFP and shall consist of the following sections:

Section	
B1	Bidder Experience, Capabilities, and Qualifications
B2	Technology and Analytics Plan
B3	Staffing Plan
B4	Project/Implementation Plan
B5	Accessibility Plan
B6	Supplier Diversity

B1 – Bidder Experience, Capabilities, and Qualifications

Bidder shall clearly outline their experience and past performance that supports their ability deliver the Project, and should be sure to provide details on the components listed below:

1. Introduction to the Firm

- Bidders shall briefly summarize their firm's business and core competencies, including business lines and services provided, firm tenets and culture, guiding principles, and/or approach to client engagement. Summary should also include overall employees and employees attributed to providing the services similar to the content of this RFP.

2. Description of Prior Experience

- Provide a list of similar current contracts that demonstrates your technical proficiency, each with contract value amount, name of contracting party, type of work completed, and percentage of work complete to date.
- Provide examples of experience
    a. With success in improving response rates
    b. Surveying similar workforces
        i. Explain approach to survey administration

ii. Which software would be used

3. References

- Bidders must provide three references and contact information for each of the contracts listed above, as well as for any contracts Bidder has with the Commonwealth of Massachusetts.
- Bidders must include the name, title, organization, phone number and e-mail address of the reference.

B2 – Technology and Analytics Plan

Bidder shall clearly outline their experience and past performance that supports their ability deliver the Project, and should be sure to provide details on the components listed below:

- Bidder shall describe their approach to benchmarking results
- Bidder shall describe which methods would be used to analyze survey results
- Bidders shall describe in detail the software and tools that will be used to support the project. This should include details on how Project work will be stored, accessed, and managed by the Bidder and the MBTA.
    a. Confidentiality of MBTA Data
        i. The chosen firm will use data only in an aggregate level for benchmarking and will not use MBTA data for any of their own research without express written consent from the MBTA
- Bidders shall provide an overview of IT/data security practices
    a. Describe approach to handling PII
    b. Security practices for sensitive data
    c. Data-storage practice in general

B3 – Staffing Plan

- Bidders shall describe how the project team will be staffed and provide information on their assigned areas of the Project. This staffing plan should also describe the process that the Bidder will follow should a replacement resource be required.

B4 – Project/Implementation Plan

- Bidder shall clearly outline an implementation plan and approach describing how Bidder will fulfill each component in Section 2.0 of the Scope of Work, for the first two full years of the contract

B5 – Accessibility Plan

Bidder shall describe its commitment to accessibility.

- Indicate whether or not a VPAT has been performed for this solution. If yes, please provide a copy with your response.
- Describe the accessibility functionality of your solution.
- How do you ensure that your solution maintains compliance with accessibility standards (e.g. Web Accessibility Standards, WCAG 2.0, etc.)?

B6 – Supplier Diversity

Bidder shall outline its approach to Supplier Diversity including, at a minimum, the following:

1. Provide a specific financial commitment (percentage only) on this contract to be spent with all certified SDP Partners on a Massachusetts fiscal year (July 1 – June 30) basis.
2. What creative partnerships have you established with diverse vendors?
3. What creative partnerships could you leverage with diverse vendors specific to this procurement?
4. Submit your company's diversity program relative to Massachusetts.

Form C: Small Business Program Attestation Form

To qualify under the State's Small Business Program, the following criteria apply:

- Principal place of business in Massachusetts
- Business operating for at least one year
- Currently employs a combined total of 50 or fewer full-time equivalents in all locations
- Gross annual revenues of $15 million or less based on a 3-year average

Please select one:

☐ YES, the above criteria apply ☐ NO, the above criteria do not apply

If YES, please complete the fields below. If NO, complete 'Name of Firm' field below only.
Return the form with the bid submission.

Name of Firm:	
Federal Identification Number:	
Legal Address:	
Contact Name:	
Telephone Number:	
Email:	
Please select one: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture	
Total Number of Full-Time Employees:	
Date Organized:	
State Incorporated:	
Please provide supporting documentation regarding gross annual revenues of $15 million or less based on a 3-year average (attachments acceptable):	

7.1 MBTA Standard Contract Instructions (Section 8.0)

Bidder shall review and sign Section 8.0 MBTA Standard Contract Terms and Conditions to submit with their bid. Bidders **Do Not** sign Section 8 Massachusetts Bay Transportation Authority Standard Contract upon submission of their bid. **When the MBTA plans to award contract, the MBTA designated Point of Contact will fill out Section 8.0 Massachusetts Bay Transportation Authority Standard Contract and send it to the successful bidder for signature.**

MBTA Standard Terms & Conditions Instructions (Section 8.1)

Each bidder must review and sign Section 8.1 Massachusetts Bay Transportation Authority Standard Terms and Conditions and submit the signed Section 8.1 with their bid for the bid to be responsive and complete.

The MBTA does not encourage attempts to negotiate the Section 8.1 Massachusetts Bay Transportation Authority Standard Contract Terms & Conditions. Many of these provisions are required by law; others are longstanding MBTA policy / practice. Accordingly, Bidders / proposers should only redline or object to provisions that they find absolutely unacceptable. Any rejection or modification of these provisions may disqualify a Bid / proposal as being non-responsive or non-compliant.

8. Massachusetts Bay Transportation Authority Standard Contract

CONTRACTOR LEGAL NAME: (and d/b/a):	**Massachusetts Bay Transportation Authority (MBTA)**
Legal Address: (W-9, W-4,T&C):	**10 Park Plaza Boston, MA 02116**
Contract Manager:	**Billing Address (if different):**
E-Mail:	**Contract Manager:**
Phone: **Fax:**	**Email:**
Contractor Vendor Code:	**Phone:**
Vendor Code Address ID (e.g. "AD001"): AD. (Note: The Address Id Must be set up for EFT payments.)	**RFR/RFP/IFB/Procurement or Other ID Number:** 79-22 **COMMBUYS #** BD-22-1206-MBTA-MBTA-75432

NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ **Statewide Contract** (OSD or an OSD-designated Department)
- ☐ **Collective Purchase** (Attach OSD approval, scope, budget)
- ☐ **MBTA Procurement** Attach RFR/RFP/IFB and Response or other procurement supporting documentation)
- ☐ **Emergency Contract** (Attach justification for emergency, scope, budget)
- ☐ **Contract Employee** (Attach Employment Status Form, scope, budget)
- ☐ **Legislative/Legal or Other**: (Attach authorizing language/justification, scope and budget)

CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20**__.

Enter **Amendment Amount**: $___. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)

- ☐ **Amendment to Scope or Budget** (Attach updated scope and budget)
- ☐ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- ☐ **Contract Employee** (Attach any updates to scope or budget)
- ☐ **Legislative/Legal or Other:** (Attach authorizing language/justification and updated scope and budget)

The MBTA Terms and Conditions (T&C) have been executed, and is incorporated by reference into this Contract.

COMPENSATION: (Check ONE option): The MBTA certifies that payments for authorized performance accepted in accordance with the terms of this Contract

☐ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $___.

PROMPT PAYMENT DISCOUNTS (PPD): MBTA payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

ANTICIPATED START DATE: (Complete ONE option only) MBTA and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. May be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

☐ 2. May be incurred as of __, **20**__, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

☐ 3. were incurred as of __, **20**__, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the MBTA from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of __, **20**__, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the MBTA, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable MBTA Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR), Request for Proposal (RFP), Invitation for Bid (IFB) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR/RFP/IFB and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR/RFP/IFB or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: _____.
(Signature and Date Must Be Handwritten At Time of Signature or utilize an MBTA approved electronic signature)

Print Name: _____.

Print Title: _____.

AUTHORIZING SIGNATURE FOR THE MBTA:

X: _____. Date_____.
(Signature and Date Must Be Handwritten At Time of Signature or utilize an MBTA approved electronic signature)

Print Name: _____.

Print Title: _____.

8.1 Standard Terms and Conditions

Upon execution by the Contractor, these Terms and Conditions will be incorporated by reference into any Contract executed by the Contractor and the Massachusetts Bay Transportation Authority (MBTA), in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the MBTA, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract**.** The MBTA is entitled to ownership and possession of all deliverables purchased or developed with MBTA funds.

8.1.1 Contract Effective Start Date

Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the MBTA, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

8.1.2 Payments and Compensation

The Contractor shall only be compensated for performance delivered and accepted by the MBTA in accordance with the specific Terms and Conditions of a Contract. Overpayments shall be reimbursed by the Contractor or may be offset by the MBTA from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the MBTA from all claims, liabilities or other obligations relating to the performance of a Contract.

8.1.3 Contractor Payment Mechanism

All Contractors will be paid using the MBTA invoicing system and Contractor will submit its invoice with all supporting documentation as prescribed in a Contract. The MBTA shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable the MBTA to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty.

8.1.4 Contract Termination or Suspension

A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The MBTA may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate MBTA action. Upon immediate notification to the other party, neither the MBTA nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

8.1.5 Written Notice

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the MBTA or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any

instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

8.1.6 Record-keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The MBTA shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8.1.7 Assignment

The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract without the written approval of the MBTA, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the MBTA to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter-claims or any other MBTA rights which are available to the MBTA against the Contractor. The sale of fifty percent (50%) or more of the equity ownership of a Contractor shall be considered an assignment requiring the prior written approval of the MBTA. Impermissible assignments shall be null and void.

8.1.8 Subcontracting By Contractor

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the MBTA and shall be consistent with and subject to the provisions of these MBTA Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The MBTA is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party. Subcontracts shall note that the MBTA is not a party to the subcontract. Failure to promptly pay a Sub-Contractor for work performed where the Contractor has been paid by the MBTA shall constitute a material breach of the Contract between MBTA and Contractor.

8.1.9 Affirmative Action, Non-Discrimination in Hiring and Employment

The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

8.1.10 Indemnification

The Contractor shall release, defend (at the MBA's option), indemnify and hold harmless the MBTA, its agents, officers and employees (collectively the "indemnified parties") against any and all claims, demands, liabilities, judgments, penalties, costs, expenses (including attorneys' fees and experts' fees), and damages ("Claims") based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property, or patent or copyright infringement, that are caused or alleged to be

caused, in whole or in part, by, or arising out of the acts or omissions of the Contractor, its agents, servants, employees or subcontractors. The MBTA agrees to notify the Contractor in writing within a reasonable period of time of the assertion of any Claim for which the Contractor has agreed to indemnify the MBTA pursuant to this section. The MBTA shall not be liable for any costs incurred by the Contractor arising under this section. If the MBTA incurs any cost or fees for attorneys or experts, or any other costs or expense, to enforce its right to indemnification or defense under this section, the Contractor shall fully reimburse the MBTA for such costs, fees and expense.

8.1.11 Waivers

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor shall it in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

8.1.12 Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, MBTA personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the MBTA.

8.1.13 Forum, Choice of Law and Mediation

Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The MBTA and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

8.1.14 Interpretation, Severability, Conflicts with Law, Integration

Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these MBTA Terms and Conditions, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 8.1.1 of these MBTA Terms and Conditions (*Section 8.1*). The printed language of the Standard Contract Form (*Section 8.0)*, which incorporates by reference these MBTA Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: any applicable federal provisions, any supplemental provisions, any negotiated terms and conditions allowable pursuant to law or regulation; the printed language of the MBTA Terms and Conditions; the Standard Contract; the MBTA's Request for Response/Proposal/Bid (RFR/RFP/IFB) solicitation document; and the Contractor's Response to the RFR/RFP/IFB solicitation, excluding any language stricken by the MBTA as unacceptable.

8.1.15 Insurance to be Carried by the Contractor

The successful Contractor shall submit proof of insurance for the requirements detailed in the attached **MBTA Minimum Insurance Requirements** enclosure with this solicitation. The attachment will be included with the solicitation posting in COMMBUYS. If in the case they are not available at the time of preparing their Bid, the successful Contractor certifies that they will carry such insurance policies and all costs resulting from this are included in their pricing. The successful Contractor shall provide proof of insurance within three business days of conditional notice of award.

8.1.16 Contractor Certifications and Legal References

The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

8.1.16.1 MBTA and Contractor Ownership Rights

The Contractor certifies and agrees that the MBTA is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds.

8.1.16.2 Qualifications

The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

8.1.16.3 Business Ethics and Fraud, Waste and Abuse Prevention

The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

8.1.16.4 Collusion

The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

8.1.16.5 Public Records and Access

The Contractor shall provide full access to records related to performance and compliance to the MBTA pursuant to G.L. c. 11, s.12 for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under the Massachusetts Public Records Law.

8.1.16.6 Debarment

The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.

8.1.16.7 Applicable Laws

The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; Code of Massachusetts Regulations 801 CMR 21.00 (Procurement of Commodity and Service Procurements);M G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

8.1.16.8 Tax Law Compliance

The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

8.1.16.9 Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts

The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

8.1.16.10 Federal Anti-Lobbying and Other Federal Requirements

If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

8.1.16.11 Protection of Commonwealth Data, Personal Data and Information

The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MBTA data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the MBTA. Contractors with access to credit card or banking information of Commonwealth/MBTA customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the MBTA in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the MBTA and provide access to any information necessary for the MBTA to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MBTA or Commonwealth systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has

read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the MBTA. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the MBTA; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the MBTA from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the MBTA if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the MBTA to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the MBTA and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MBTA may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 8.1.10 of MBTA's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

8.1.16.12 Corporate and Business Filings and Reports

The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of and other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

8.1.16.13 Employer Requirements

Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 102 CMR 12.00 (Dependent Care Assistance Program); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

8.1.16.14 Federal And State Laws And Regulations Prohibiting Discrimination

Contractors certify compliance with applicable state and federal anti-discrimination laws including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L.

c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

8.1.16.15 Right-to-Know Law

The Contractor shall certify that it will comply with the Massachusetts Right-To-Know Law, Chapter 470 of the Acts of 1983. Additionally, the Contractor agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance, or mixture containing such substance, pursuant to M.G.L. c. 111F §§ 8, 9, and 10, and the regulations contained in 441 CMR § 21.06 when deliveries are made.

8.1.16.16 Small Business Purchasing Program (SBPP)

A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

8.1.16.17 Other Damages

The term "other damages" shall include, but shall not be limited to, the reasonable costs the MBTA incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the MBTA as a result of third party claims, provided, however, that the foregoing in no way limits the MBTA's right of recovery for personal injury or property damages or patent and copyright infringement under *Section 8.1.10* nor the MBTA's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the MBTA's use of contractor provided products or services, loss of MBTA records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the MBTA. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. *Section 8.1.10* sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the MBTA's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference *Section 8.1.10* of the MBTA Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement.

8.1.16.18 Northern Ireland Certification

Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

8.1.16.19 Pandemic, Disaster or Emergency Performance

In the event of a serious emergency, pandemic or disaster outside the control of the MBTA, the MBTA may negotiate emergency performance from the Contractor to address the immediate needs of the MBTA even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and

other payment terms.

8.1.16.20 Subcontractor Performance

The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

8.1.17 Executive Orders

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

8.1.17.1 Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

8.1.17.2 Executive Order 130. Anti-Boycott

The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)- (4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the MBTA shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

8.1.17.3 Executive Order 346. Hiring of State Employees By State Contractors

Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the MBTA. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

8.1.17.4 Executive Order 444. Disclosure of Family Relationships with Other State Employees

Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

8.1.17.5 Executive Orders 523, 526, and 565

Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program). Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

8.1.17.6 Laws and Regulations Prohibiting Discrimination and Human Trafficking

Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

8.1.18 Supplemental Provisions

8.1.18.1 Applicability

Where applicable, these Supplemental Provisions shall apply to this RFP. In the event of a conflict or disparity between these Supplemental Provisions and Standard Terms & Conditions, the Supplemental Provisions govern.

8.1.18.2 Performance Guarantee

There is no Performance Guarantee required for this contract.

8.1.18.3 Liquidated Damages

There are no Liquidated Damages required for this contract.

8.1.18.4 Security Requirements

There are no Security Requirements for this contract.

8.1.18.5 Right-of-Way Safety Training Requirements

There are no Right-of-Way Safety Training Requirements for this contract.

8.1.19 Terms & Conditions Signature

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these MBTA Terms and Conditions under Section 8.0 for any applicable Contract

executed with the MBTA as certified by their authorized signatory below:

Contractor Authorized Signatory: _____

Print Name: [ ] _____
(BLOCK LETTERS)

Title: [ ] _____

Date: [ ] _____

(check one) _____ Organization _____ Individual

Full legal Organization or Individual Name:		[ ]	
Doing Business As Name (If Different):		[ ]	
Tax Identification Number:		[ ]	
Address:		[ ]	
Phone:	[ ]	**Fax:**	[ ]

Attachment A – MBTA Accessibility Requirements

Overview

MBTA is legally obligated to ensure non-discrimination and equal access to services on the part of persons with a disability and reasonable accommodations to employees with a disability. To effectively meet its responsibilities, the MBTA must achieve accessibility in the acquisition, deployment and utilization of information technology. The Commonwealth of Massachusetts defines accessibility to include compliance with its Enterprise Accessibility Standards and Web Accessibility Standards. These standards encompass the principles of Section 508 of the Federal Rehabilitation Act, the World Wide Web Consortium's Web Content Authoring Guidelines, version 2, level AA (WCAG2 Standards), and the concept of usability for individuals with disabilities.

Bidders should thoroughly review the detailed accessibility obligations below. As a brief summary, Bidders must:

Prior to contract execution

- Provide a VPAT (defined below) or accessibility testing results for any pre-existing software, including Third Party Software, that the Bidder is delivering to MBTA.
- If the Bidder is delivering Software as a Service offering, provide access to the offering for accessibility testing.
- Cooperate with MBTA on addressing accessibility issues and entering into a mitigation letter, if necessary.

After contract execution

- Build accessibility into every phase of the project.
- Collaborate with MBTA and the AAC (defined below) on accessibility issues.
- Test for accessibility before delivery and include testing results with all deliveries.
- Cooperate with MBTA's accessibility testing after delivery.
- Work to resolve any issues identified in testing and in the mitigation letter.

Definitions

- "**Accessibility Audit Testing**" is accessibility testing conducted on MBTA's behalf by a third party testing vendor engaged and paid for by MBTA (an "**Accessibility Testing Vendor**"), as opposed to accessibility testing conducted by the Bidder.
- The "**AT/IT List**" is the Assistive Technology ("**AT**")/Information Technology ("**IT**") Environment List, which is available at https://www.mass.gov/guides/generic-assistive-technology-and-information-technology-atit-environment-list
- "**End User Deliverables**" are any software, documentation, and other interfaces or materials, and any configuration, implementation or customization thereof, used by end users (which may include internal end users, such as MBTA employees and Bidders, and external end users, such as Commonwealth residents) and delivered by the Bidder under the RFQ. End User Deliverables include, without limitation: any configuration, implementation, or customization of Third Party Software or vendor software and any updates, new releases, versions, upgrades, improvements, bug fixes, patches or other modifications to software.

- "**Enterprise Accessibility Standards**" are the Enterprise Information Technology Accessibility Standards and the Massachusetts Executive Office of Technology Services and Security ("EOTSS") Enterprise Web Accessibility Standards as set forth in the Enterprise Information Technology Accessibility Policy available at https://www.mass.gov/policy-advisory/enterprise-information-technology-accessibility-policy
- "**Solicitation**" refers to a Request for Response (RFR), Request for Quotes (RFQ), or other request for services to which these terms apply.
- The term "**software**," as used in these accessibility requirements, includes without limitation commercial off-the-shelf software ("COTS") and software as a service or other cloud-based software ("SaaS").
- "**Third Party Software**" is software not published by the Bidder.
- A "**VPAT**" is a Voluntary Product Accessibility Template based on the standardized form developed by the Information Technology Industry Council. A VPAT shows how a software product meets key regulations of Section 508 of the Rehabilitation Act, which requires all agencies and departments of the U.S. federal government to make electronic information and technology accessible to federal employees and members of the public with disabilities.

Accessibility Obligations

Compliance with Commonwealth Standards

The Bidder is responsible for addressing accessibility problems in any implementation, configuration, or documentation delivered or performed by Bidder, and in any software published by Bidder and delivered under this Solicitation.

ADA compliancy will apply to all End User Deliverables, both for internal-facing (Commonwealth employees/contractors) as well as for public-facing (customer) components. This applies also for training and support/admin components of the solution.

The Bidder shall ensure that all End User Deliverables adhere to the current version (as of the date of this Solicitation) of the Enterprise Accessibility Standards and interoperate with the environments listed on the AT/IT List. Bidder is encouraged to measure accessibility compliance using the World Wide Web Consortium's Web Content Authoring Guidelines, version 2, level AA (the WCAG2 Standards), as defined at http://www.w3.org/WAI/intro/wcag.php, in place of (1) Section 2, Technical Standards – Applications of the Enterprise Information Technology Accessibility Standards, and (2) Sections 1 through 5 and Section 8 of the EOTSS Web Accessibility Standards.

The Bidder must ensure that accessibility and usability are addressed at every stage of the project. At the commencement of any project under this RFQ, prior to beginning any significant design or implementation work, the Bidder's project manager shall meet with MBTA's project manager and appropriate resources to review the Enterprise Accessibility Standards, the AT/IT List, and any accessibility guidance provided by software vendors, in order to discuss their impact on the project. On an ongoing basis, the Bidder must incorporate accessibility testing into all test plans, and include users of assistive technology in end user testing.

Accessibility Testing Vendors

MBTA shall hire a third party Accessibility Testing Vendor to conduct Accessibility Audit Testing for this project. The Accessibility Testing Vendor will test each End User Deliverable against the Enterprise Accessibility Standards, and for interoperability with the AT and the IT environment described in the AT/IT List. The Bidder shall cooperate with the Accessibility Testing Vendor.

The Accessibility Testing Vendor's testing will be in addition to the Bidder's own accessibility testing. The Bidder may either use its internal resources or may hire its own third party accessibility testing vendor to conduct testing.

Accessibility Advisory Committee (AAC)

MBTA and the Bidder will collaborate and communicate throughout the process of creating the End User Deliverables with any vendors of Third Party Software, and with the Accessibility Advisory Committee. The AAC shall be comprised of at least one representative from each Vendor and MBTA, and representatives of certain agencies designated by the Commonwealth such as the Massachusetts Office on Disability, Executive Department disability coordinators, Massachusetts Rehabilitation Commission, Massachusetts Commission for the Blind and Massachusetts Commission on the Deaf and Hard of Hearing.

The AAC shall convene its first meeting no later than ten (10) calendar days after the Effective Date of any contract entered under this RFQ. Following this initial meeting, the AAC shall meet as mutually agreed to by MBTA and the Bidder in consultation with the AAC, but at a minimum, once a quarter. The purpose of these meetings shall be to prioritize the list of accessibility defects identified by the Bidder and/or MBTA (through its Accessibility Testing Vendor), discuss any questions relating to accessibility testing and accessibility requirements, and to ensure that any concerns raised by a member of the AAC or a third party regarding accessibility of the services are discussed, identified and addressed.

Training and Documentation

The Bidder shall coordinate with MBTA in the identification of all prospective attendees at the Bidder training who require accommodation, and shall cooperate with MBTA in its provision of such accommodation.

All technical and user documentation and any additional training material delivered by the Bidder under this RFQ that specify mouse commands shall also include alternative keyboard commands wherever a mouse command is specified. Any documentation delivered under this RFQ and wholly owned by MBTA shall be in an agreed-upon editable format.

Testing

Accessibility testing must be incorporated as part of the Bidder's overall quality assurance process. The Bidder shall test end user software for accessibility during any or all of unit testing, integration testing, final acceptance testing and system testing.

Testing of End User Deliverables

The Bidder shall test every End User Deliverable against the Enterprise Accessibility Standards, and for interoperability with the AT and IT environments listed in the AT/IT List. The Bidder shall resolve any problems identified in such testing prior to delivering the End User Deliverable to MBTA. The Bidder shall deliver to MBTA the results of the final testing, with all accessibility problems resolved, at the same time it delivers the End User Deliverable. MBTA will conduct its own Accessibility Audit Testing of the End User Deliverables following delivery by the Bidder.

Testing of Third Party Software

While the Bidder is obligated to test any configuration, customization or other modification it makes to Third Party Software, the Bidder is not responsible for testing out-of-the-box, non-configured third party software for

which accessibility testing has already been conducted and test results have already been provided to MBTA in the form of a satisfactory VPAT provided in response to this RFQ.

If the Bidder is recommending or providing Third Party Software in response to this RFQ, the Bidder is responsible for working with MBTA and the publisher of such Third Party Software to identify and resolve accessibility issues. However, if the Bidder is configuring, installing, or otherwise working with Third Party Software that the Bidder did not recommend or provide to MBTA, Bidder is not responsible for accessibility issues for such Third Party Software that are not related to the Bidder's configuration, customization or other modification of such Third Party Software.

Failure to Comply; Repeat Testing

Following the Bidder's testing described above, MBTA will conduct Accessibility Audit Testing on the End User Deliverables to determine compliance with the Enterprise Accessibility Standards and interoperability with the environments listed on the AT/IT List prior to acceptance of the deliverables by MBTA. MBTA's initial post-delivery Accessibility Audit Testing of End User Deliverables is paid for by MBTA. If any End User Deliverables fail MBTA's initial post-delivery Accessibility Audit Testing, the Bidder shall provide a credit to MBTA for any repeat MBTA Accessibility Audit Testing that is needed. Such credits shall not exceed five percent (5%) of either (1) the total fixed price due the Bidder under the initial contract resulting from this RFQ, or (2) the total not-to-exceed amount of the initial contract resulting from this RFQ if entered under a time and materials basis.

VPAT and Mitigation Letters

The Bidder must provide VPATs in its bid package for any existing Bidder and third-party software with which end users will interact. With respect to software for which the Bidder cannot provide satisfactorily detailed VPATs, the Bidder shall provide any alternative accessibility testing information or test results to which it has access.

If MBTA determines that accessibility issues exist but can be resolved or mitigated after contract execution, MBTA may at its discretion file a request for a mitigation letter with EOTSS's Director of Assistive Technology. A mitigation letter is not a waiver of accessibility obligations, but rather a roadmap that contains a list of accessibility issues and the Bidder's commitment to cooperate with MBTA in resolving or mitigating the issues within a reasonable time following contract execution. Any mitigation letter shall become part of the contract resulting from this RFQ.

Additional Terms for SaaS Bidders

1. For SaaS offerings, MBTA reserves the right to test for accessibility or to engage a third party Accessibility Testing Vendor to conduct Accessibility Audit Testing at MBTA's expense prior to scoring and selecting a Bidder. Bidders must cooperate with MBTA and the Accessibility Testing Vendor, including providing appropriate access to the applicable cloud products for such testing. The results of any such accessibility testing, the VPAT or other accessibility documentation provided by the Bidder, and the cooperation of the Bidder, will be taken into account in scoring and selecting a vendor.
2. Upon request, the Bidder must provide MBTA with accessibility-related content in the technical reference manual or program documentation for the applicable cloud product.
3. In connection with its accessibility testing as permitted above, MBTA shall have the right to configure the applicable cloud product in accordance with the technical reference manual or program documentation for MBTA's accessibility needs.

4. If the Bidder is a SaaS provider with over 500,000 users for the SaaS offering bid in response to this RFQ, MBTA will negotiate with the Bidder a commercially reasonable time for compliance with the Enterprise Accessibility Standards and interoperability with the environments on the AT/IT List.

Prioritizing and Remediating Accessibility Issues

The Bidder shall collaborate with MBTA, the AAC and the Accessibility Testing Vendor to prioritize accessibility defects based on severity.

The Bidder shall be responsible for curing each instance identified by MBTA or by its own accessibility testing in which the End User Deliverables fail to comply with the Enterprise Accessibility Standards or interoperate with the environments specified on the AT/IT List. Accessibility issues which pose a very minor inconvenience to disabled users but do not prevent them from using the software may not need to be remediated. Correction of accessibility issues may require, among other things, writing new core code, shutting off inaccessible features, providing users with third party software in addition to their assistive technology, or providing disabled users with an alternative pathway to the inaccessible feature or the business process that it automates.

Ongoing Maintenance

The Bidder will be performing maintenance for MBTA and as such the Bidder's obligations above apply to its performance of maintenance. During the maintenance period, unless otherwise agreed in writing by the Bidder and MBTA, the Bidder must ensure that the system continues to interoperate with the environments specified on the AT/IT List, including any changes to the AT/IT List that occur during the maintenance period, and must collaborate with MBTA and any pertinent Third Party Software vendor and Accessibility Testing Vendor to correct any problems identified regarding interoperability.

MBTA Strategic Planning Report

Fall 2019–Spring 2020

Overview and Purpose

Throughout late 2019 to Spring 2020, the Massachusetts Bay Transportation Authority (MBTA) engaged in an employee-led internal planning process. The goal of the exercise was to improve agency operations by addressing key organizational issues. During this process, participants generated a shared sense of purpose and critically examined pressure point for the workforce. Over the course of four months, more than 100 members of mid- and senior-level leadership engaged in honest, challenging and structured conversations, to align around a vision, mission, and values, so that the MBTA can better meet our public mandate.

Building a Structure for Change

Reform at the MBTA was and continues to be an urgent need. In 2019, desires for change were driven by a few key factors including the MBTA's prior crisis-to-crisis management style, a new General Manager coming into the organization in January 2019, and exacerbated by a series of high-profile derailments in the summer of 2019. The Strategic Planning facilitated sessions, using the Kotter model for *Leading Change,*[1] worked to build a coalition of reform within the organization. The group collectively rebuilt the MBTAs strategic Vision, Mission and Values. Now, in 2021, the agency is expanding the participant base of this planning process to sustain the change required to modernize operations to provide safe, reliable and accessible transportation.

Culture Change

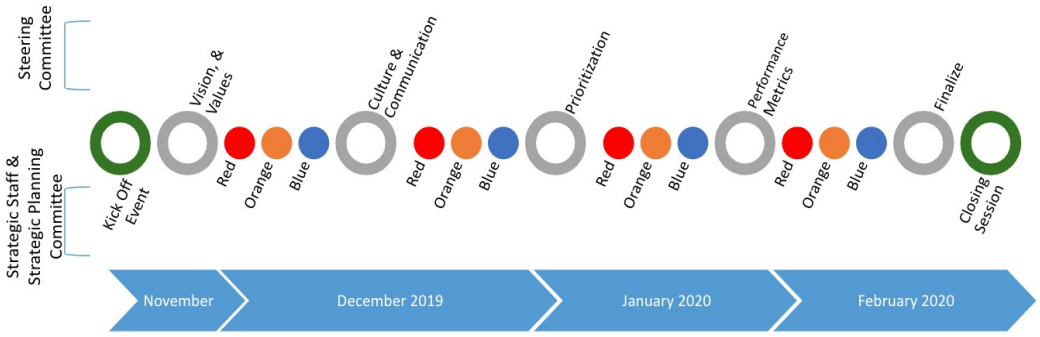
The MBTA's struggles and challenges are deeply rooted in the agency's culture-- defined as the unique social and psychological environment in the workplace. Culture is made up of the collective experiences, beliefs and values held by the employees of that organization. The Safety Review Panel report, released in December 2019, found that the MBTA "must address [our] safety culture – it is critical to every aspect of the agency. " The Panel also noted that "the agency has not identified or adopted a comprehensive vision, mission, values or set of strategies and goals to guide the organization's actions." Specifically, the Safety Review Panel pointed to culture. It noted that the MBTA praises silence, reinforces retaliation, and lacks of transparency. The MBTA has historically struggled to live out a core value of Safety based on these deep cultural issues. To move the dial, this Strategic Planning process engaged with the MBTA's cultural issues head on.

Leaders from across the agency have committed to putting resources and effort into improving the organization's culture. This change will not happen overnight, and will require an openness to new ways of doing business. The core mission of the MBTA will always be to provide transit to the region, but, *how* the agency functions internally has room to improve.

1 John Kotter, Leading Change, Harvard Business Review, 2012

The Process

Strategic Planning was both process-driven and employee-led—two factors which were critical to its success. Just over 100 MBTA mid- and senior-level leaders spent four months in eighteen separate facilitated planning sessions. Nearly 6,000 employee hours were committed to this endeavor in order to generate broad support and buy-in for the reforms needed. Over the course of many meetings, employees developed a shared statement of vision and mission, drafted a new set of MBTA core values, and created organizational priorities for needed changes. The Executive Team, in conjunction with an inter-departmental planning committee, refined the organizational strategies and is now aligning these strategies with external MBTA priorities. The MBTA began a process of building a new culture through these thoughtful, reflective, and structured sessions.



The Strategic Planning work was driven by cross-departmental working groups. The Executive Team, made up of the General Manager's direct reports, served as an anchor for all the work. These 15 individuals spent a collective 75 hours over 5 facilitated sessions. In addition, a cross-sectional team, -- known as the Strategic Planning Committee (SPC) -- consisted of executives, management and operations staff who helped to shape the discussion and structure of the working sessions. The SPC met separately for an additional 6 sessions. Central to the work was bringing together the Executives, the SPC members and senior leadership into three cohorts, delineated by Red, Orange and Blue, to have critical and honest conversations about reforming the MBTA. These 100+ staff gave significant time, energy and emotion, resulting in individual buy-in and commitment to change and their passion for the mission of the MBTA was evident in their dedication to the process.

The devotion of this group was an essential component of its success. In fact, when surveyed this leadership group felt strongly aligned to the mission and purpose of the MBTA, knowing that our work is important and critical to the region. To keep them engaged, executives have pledged to reconvene the 100+ staff on a regular basis to build relationships, share work to date, and get feedback on our progress.

Building the Foundation

The goal of Strategic Planning is to enable all staff, to be aligned to the same vision and allow everyone to move in the same direction. This will enable the agency to evolve from a managing-by-crisis mentality to an organization with a shared sense of purpose. The work to date has resulted in new vision, mission, values, and organizational priorities deeply supported by the agency leadership which are listed below.

What We Do

Vision: We envision a thriving region enabled by a best in class transit system.

Mission: We serve the public by providing safe, reliable, and accessible transportation.

How We Do It

Values:

Safety. We put safety at the forefront of our work.

Service. We aim to deliver superior service, connecting people and communities.

Equity. We strive to treat all customers and employees fairly and consult diverse voices and perspectives in decision-making.

Sustainability. We invest resources wisely in solutions for our team, our communities, and our environment.

Priorities & Strategies for the Future

In addition to refining our vision, mission and values, the Strategic Planning process enabled critical conversations regarding needed reforms within the organization. These changes fell into three broad and often-overlapping buckets, all supporting changes in how we function as an organization.

Culture, Collaboration and Communication

Workforce Investments

Diversity, Equity and Inclusion

Improve Internal Communication & Coordination

As an organization with over 6,000 staff and thousands of contractors, dozens of departments and over sixty physical worksites, it is not surprising that the MBTA staff identified the need to improve collaboration and communication up, down and across the workforce. Developing structures and processes for enhance communication and collaboration will ultimately help improve the culture of the organization.

Recognize and Develop the Diverse Talent We Have

Thinking holistically, staff identified how we could improve investments in our workforce from the moment of onboarding, training and development, promotional opportunities, through to succession planning at the end of the one's career. Supporting our workforce will ultimately lead to more satisfied employees who provide a higher-quality of service to the communities we serve.

Invest in Becoming a More Diverse, Equitable, and Inclusive Organization

MBTA leaders identified that improving diversity, equity and inclusivity needed to be central to all of our reforms. The MBTA has a complicated history in terms of how we have treated all of our workforce. In addition, today, we know that our leadership team does not reflect the diversity of the workforce as a whole or our ridership. Improving equity at the MBTA will require sustained attention and commitment to bring about meaningful change.

Moving Forward

The MBTA has made many public-facing commitments to our riders and the communities we serve to make improvements in service and reliability, and to expand access to transit. This Strategic Planning process was a needed pause to reflect inwardly on the organization itself. Having made commitments to the staff involved and our governing Fiscal and Management Control Board, moving forward we will have to deliver on advancing our priorities and making sustainable change. In the next stages of our process, we will identify targeted strategies under our priority areas, develop our indicators of success, and align our work within the context of the operating and capital budget processes. To ensure implementation success, we have created a governance structure to ensure we complete our objectives.

MBTA's Organizational Performance Goal Areas

Stemming from the work done in the Strategic Planning Process, the organization is aligning behind 7 key performance areas driven by our four Core Values and our three Strategic Priority areas. Each will be described below.

What we do:

Safety. *We put safety at the forefront of our work.*

Safety**,** both for our employees and the riding public, is critical to functioning of the MBTA. The MBTA will develop and support a safety culture that is organization-wide in which safety is everyone's priority. This includes investing both in the Safety Department

but also in critical quality assurance and oversight functions and in promoting safety amongst leadership. The Authority must also establish and monitor safety performance targets and indicators down, as appropriate, to the department level. Most importantly the MBTA must continue to implement the Safety Management System (SMS) and finalize our Public Transportation Agency Safety Plan. During the Covid-19 pandemic, it is also critical that protocols are in place to keep employees safe, including providing personal protective equipment and testing, developing mitigation strategies in how we deliver service, and enhancing cleaning.

Service *We aim to deliver superior service, connecting people and communities.*

As an organization we strive to provide a high-quality and reliable service for our riders, and a goal for the organization is to increase our level of schedule adherence for the public. Given the COVID-19 crisis, the MBTA must ensure transparency when adjusting service to meet changing ridership patterns. It is incumbent that we communicate with our customers and stakeholders clearly and consistently on projects, service levels and issues which may arise. As an organization we must continually monitor and improve customer satisfaction. We must also ensure that all of our contractors are meeting or exceeding service performance levels. Finally, we must ensure progress on our many capital program goals which will ultimately result in increased service reliability, decreased headways and enhanced experiences for the customers we serve.

Equity *We strive to treat all customers and employees fairly and consult diverse voices and perspectives in decision-making.*

With a mission to "serve the public" through providing "safe, reliable, and accessible transportation," it is essential that we ensure equitable service for our riders. In particular, we must ensure that any proposed changes to our service minimize any negative impacts for our transit-dependent riders. We have a robust plan to remove barriers to accessibility throughout the MBTA system, and we must advance our accessibility-focused capital projects and our PATI priorities to make good on those plans. Affordability for transit-dependent riders is an ongoing issue for transit organizations. The MBTA will continue to investigate, undertake and evaluate fare and service pilots with measurable benefits to low-income and environmental justice communities as resources allow.

Sustainability *We invest resources wisely in solutions for our team, our communities, and our environment.*

This year has delivered a huge fiscal challenge for the organization. It is critical that we deliver on revenue and expense targets for the current fiscal year, and that we manage expenses, particularly headcount, to control operational growth. We also know that FY22 will be challenging due to a major budget shortfall so it is important that we proactively reduce expenses and grow revenue as much as possible to limit the harm in the next fiscal year. On the capital side we need to establish a sustainable delivery model for $2 billion in future investment goals. Moreover, to protect our commitment to the environment, we must ensure that we improve our resilience to both

climate change and extreme weather, while also improving our energy efficiency and increasing the use of electric vehicles.

How we do it:

Culture, Communication and Collaboration- *Improve internal engagement and collaborative decision-making processes.*

As an organization we must commit to clearly communicating and actively informing all stakeholders, both internal and external, of major challenges and initiatives. We seek to develop a culture where all employees are actively encouraged to report safety concerns, either to their supervisor or to the Safety Hotline. We must improve staff engagement to seek and receive feedback directly from the workforce. We want to ensure strong partnerships across departments in order to achieve our common goals, building upon collaborations and enhancing mutual respect for all colleagues. The MBTA must strive to develop more inclusive decision making, where feasible, seeking alternative points of view and making space for different voices in decision-making. Lastly, as an organization we must support a workplace culture working group to focus on engagement and communication.

Diversity, Equity and Inclusion- *Invest in a more diverse, equitable and inclusive organization*

The MBTA wishes to model the diversity of our ridership and ensure inclusivity of different perspectives, voices and experiences across our organization. Specifically, we hope to recognize and support the diverse talent across the organization and to provide equitable opportunities for career development and advancement. The organization must support and encourage the new DEI Working Group and the DEI Executive Council to foster dialogue about what changes need to be made and to hold ourselves accountable to making those changes where possible. We also want to ensure we have fair hiring process and that all hiring managers have completed required training to prevent bias in our hiring process. In addition, the Authority should continue to develop new training content, whether delivered in person or virtually, for staff on the topics of diversity, equity and inclusion.

Workforce Development- *Recognize diverse talent that we have and provide opportunities for meaningful professional development and career pathways.*

Supporting and developing our workforce will lead to a stronger team and a more positive culture for all our staff. This is work to be done for all levels of staff. The MBTA needs to build and maintain a strong executive leadership team. For all staff, the organization must assess internal skill gaps and build out leading and development, and succession planning, strategies to mitigate and address the gaps. Aligned with our DEI work, workforce development opportunities must be assessed through the lens of equity, both in terms of participation but also in terms of content and skill development, to ensure robust professional growth. This work must all be done with our partners in the leadership within the labor unions, and the MBTA must ensure that we are achieving our objectives within our collective bargaining strategies.

Strategic Planning in Action

Aligning to Safety Matrix

During the Strategic Planning process the MBTA also received specific feedback and recommendations from the Safety Review Panel. Many of the comments and recommendations underscored the need for our internal look at how we function, including noted issues with communication, negative culture and lack of transparency. Responding to the challenges that were presented was an opportunity to show how we "live out" safety as a core value. In the past year we have built a solid process for ensuring progress on our safety goals, as we work on the backbone issues identified both in Strategic Planning and in the Panel's review. We are unifying those processes under four collaborative and cross-functional Core Teams to ensure priorities are established and goals are met. The Core Teams were designed based on the themes in the Safety Panel Report but also mirror some of the issues raised through the Strategic Planning sessions. The four Core Teams are Safety Culture; Workforce Development; Asset Management; and Safety Oversight and Management System (SMS) Implementation. These Core Teams, each with an executive convener, roll up to an Executive Safety Committee, which meets monthly to address issues and remove roadblocks.

Countering COVID

In the second week of March 2020, everything changed in Massachusetts with the shutting down of many services and guidance to stay home in the face of COVID-19. The MBTA, however, did not stop. Our frontline workers were seen by the public for what they really are: essential. While COVID pushed 900+ staff to work remotely, the frontline staff showed up every day. During this crisis, the work of Strategic Planning continued; we modeled the agency that we wanted to be, even in times of crisis. Moreover there was significant progress made in some meaningful avenues. Communication streams improved, from regular General Manager video messages, to the use of new technological platforms to push announcements to staff members' personal or work devices and the development of a new staff-focused intranet platform. As an organization we also were forced to be more intentional as to how we collaborate across departments during a time rapid decision-making, such as procuring and distributing necessary personal protective equipment (PPE) for our frontline workforce. While COVID wreaked havoc on our ridership, the agency's response was designed to rally around our core values of safety, service and equity. The process of planning for painful and unwanted service reductions was centered on the riders most dependent upon our system. Now the organization is again pivoting to the next wave of action: obtaining and distributing vaccinations to keep our workforce and our customers safe so the MBTA can provide safe, reliable and accessible transportation.

Responding to the Call to Dismantle Racism

While the organization stood up a Diversity, Equity and Inclusion (DEI) Workgroup in late March, the murder of George Floyd and other unarmed people of color and the awaking of the many Americans, allowing for a greater understanding of the painful and deep realities of racism in our daily lives, provided urgency to this priority area. The organization has assessed and developed a structure for our DEI work so that it is sustainable

and impactful. A staff-lead DEI Advisory Council is advocating for changes within, while a new DEI Executive Council is providing the support and leverage to make meaningful changes for our staff. Central to this work was the creation of a new executive leadership position to ensure that equity is considered in all that we do. The organization is also launching affinity groups for staff to provide more peer-to-peer connections and opportunities for professional growth. As an organization, the MBTA is committed to that change.

Accountability to Change KPIs; SPCI; Staff Survey

The changes needed in the organization are significant and will require a sustained effort. The MBTA leadership is putting three structures in place to drive accountability.

Strategic Planning Committee for Implementation

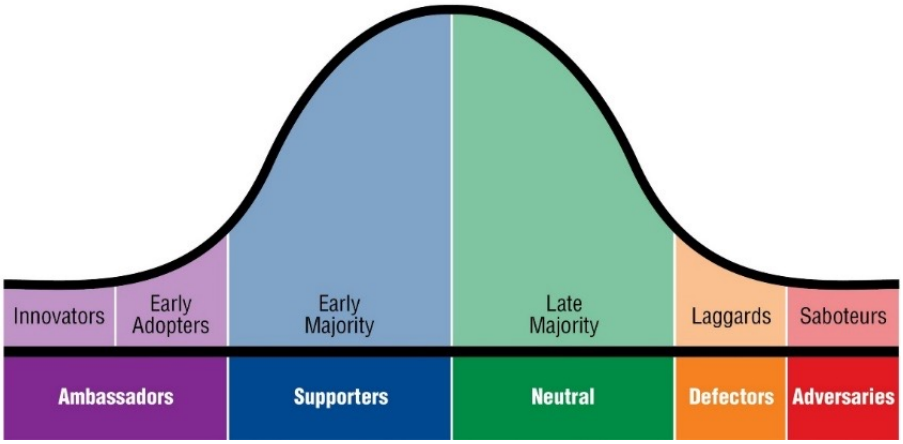
To hold us accountable and to sustain the pace of change needed, the Strategic Planning Committee which had been essential in the design of our process, has now taken on new responsibilities. Renamed the *Strategic Planning Committee for Implementation (SPCI),* this group comprises both members of the Executive Team and participants from the Strategic Planning process. As we develop activities in each of the three priority strategy areas discussed above, the SPCI will function as the connective tissue for all the reforms with a future-focused view. In addition, the SPCI will meet quarterly with the Executive Team to ensure alignment on goals and activities. Lastly, the SPCI will continue to support the reconvening of the staff involved in the planning process on a regular basis.

Performance Management

Stemming from the organization's performance goal areas, the Authority is changing the way performance is assessed for all leaders and for all departments. This exciting work will help to operationalize the 7 organizational goal areas which will ultimately cascade down to the day-to-day work of the MBTA an individual employees. Prioritization and alignment across all levels of the organization are the key to ensuring that short term issues and crises do not divert attention from long-term priorities. A leadership team, is developing an agency-wide performance management process built on our values and priorities while assuring that resources are properly aligned.

Staff Survey Efforts

Creating robust feedback loops with the workforce to leadership and back down are part of a strategy to improve communication and culture. One tool to modernize, and anonymize, this feedback is through new all-staff surveys. The first survey was released in November of 2020, and each quarter another survey will be pushed out to employees so that everyone has a way to provide their observations and opinions. Each survey will have a deep-dive module on topics connected the workforce: Safety; Communication; Managers/Supervisors; and Workplace Culture. The Survey results will be shared on the new intranet platform, T-Stop, and will allow leadership to track direct staff feedback over time.



Building Buy-In for Change with Workforce [2]

One of our next steps in the Strategic Planning Process is to bring our message of change and improvement to the work force. We know that each of the identified priority areas will need constant refinement and iteration, and these are conversations we must have with staff who are in the field to make necessary course corrections along the way. As we continue to want to "Be the Change" we are seeking, we will need to be open and listen to more voices and perspectives and to refine and improve upon our efforts. This process created Ambassadors for the change we seek. However, this is a large and complex organization, and we have to be intentional about bringing more staff into these dialogues. This is how we will ultimately change our organizational culture.

2 Image taken from Linda Tan-Spicer, Gaining Buy-In for Your Culture Change, accessed July 23, 2020 at https://www.upliftingservice.com/blog/gaining-buy-culture-change

Staff Survey Fall 2020 - Draft

Start of Block: Introduction/Consent

MBTA Fall 2020 Staff Survey

This survey will help to measure the culture of our organization and see where we need to make changes or improvements. Feedback from all employees will help the MBTA leadership ensure that as an organization we are living out our core values: safety, service, equity and sustainability. Every quarter we will do a deep dive into different topics. This quarter's survey is focused on Safety during the COVID-19 pandemic.

All questions are optional. Your responses will remain anonymous and any results will only be reported in the aggregate. Thank you for time and your feedback.

Page Break

First, we have a couple of questions about you and the work that you do at the MBTA.

What department do you work in?

- Administrative/Executive
- Capital
- GLX
- Operations
- South Coast Rail
- Safety & Environment
- System Wide Accessibility
- Shared Service (e.g., Legal, OPMI, Security & Emergency Management, ODCR, OTP)
- Transit Police

Display This Question:

If What department do you work in? = Capital

Which department in Capital Programs do you work in?

- Capital Delivery (CD)
- Capital Programs Support (CPS)
- Green Line Transformation (GLT)
- Red/Orange Line Transformation (RL/OL)
- Office of Chief of Capital Programs (OCCP)

Display This Question:

If What department do you work in? = Operations

Which department in Operations do you work in?

- ○ Railroad Operations/Commuter Rail
- ○ Office of Transportation Access/The RIDE
- ○ Plans & Schedules/Lean Team
- ○ Office of the Chief Engineer (OCE)
- ○ Office of the Chief Operating Officer
- ○ Rail Transportation (Heavy/Light/OCC/Construction Logistics)
- ○ Bus Transportation
- ○ Vehicle Maintenance (Bus and Rail Vehicle Maintenance/Everett)
- ○ Engineering & Maintenance (Track, Signal, Power, and Facility Maintenance)

Display This Question:

If What department do you work in? = Administrative/Executive

Which department in Administrative/Executive do you work in?

- ○ General Manager's Office
- ○ Office of the Chief Administrative Officer
- ○ Finance
- ○ Human Resources
- ○ Information Technology
- ○ Commercial Strategies and Programs
- ○ Procurement and Logistics
- ○ Labor Relations
- ○ Real Estate
- ○ Customer Technology

What employment classification is your role at the MBTA?

- ○ MBTA Employee
- ○ MassDOT Employee in a shared service
- ○ MBTA Contractor
- ○ MBTA Intern/Fellow
- ○ Other (Please specify): _____

Do you work at the MBTA full-time or part-time?

- ○ Full-time
- ○ Part-time

Page Break

How long have you worked for the MBTA?

- Less than 6 months
- 6 months to 2 years
- 2 to 5 years
- 5 to 10 years
- 10 years or more

In your role, do you directly manage/supervise other employees?

- Yes
- No

In the past six months, how often have you worked remotely instead of traveling to your normal work location?

- Never
- Rarely (less than 1 day per week)
- Some of the time (1-2 days per week)
- Most of the time (3-4 days per week)
- All of the time

End of Block: Introduction/Consent

Start of Block: Quarterly Questions

Now, some general questions about your experience working at the MBTA.

How satisfied are you with the MBTA as a place to work?

- ○ Extremely dissatisfied
- ○ Dissatisfied
- ○ Somewhat dissatisfied
- ○ Neutral
- ○ Somewhat satisfied
- ○ Satisfied
- ○ Extremely satisfied

How safe have you felt while on the job over the past six months?

- ○ Extremely unsafe
- ○ Unsafe
- ○ Somewhat unsafe
- ○ Neutral
- ○ Somewhat safe
- ○ Safe
- ○ Extremely safe

X→

How safe did you feel while on the job at this time last year?

- ○ Extremely unsafe
- ○ Unsafe
- ○ Somewhat unsafe
- ○ Neutral
- ○ Somewhat safe
- ○ Safe
- ○ Extremely safe

X→

How satisfied are you with the MBTA's communication with employees over the past six months?

- ○ Extremely dissatisfied
- ○ Dissatisfied
- ○ Somewhat dissatisfied
- ○ Neutral
- ○ Somewhat satisfied
- ○ Satisfied
- ○ Extremely satisfied

How satisfied are you with your direct manager or supervisor over the past six months?

- ○ Extremely dissatisfied
- ○ Dissatisfied
- ○ Somewhat dissatisfied
- ○ Neutral
- ○ Somewhat satisfied
- ○ Satisfied
- ○ Extremely satisfied

Page Break

Next, please rate how much you agree with the following statements about your experience working at the MBTA.

I know what is expected of me at work.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I have the materials and equipment to do my job well.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

X→

I am provided the training I need to be successful in my job.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

X→

My job makes good use of my skills and abilities.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

There is someone at work who encourages my development.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

In the last year, I have had opportunities to learn and grow.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I am satisfied with the promotional opportunities and opportunities to advance my career within the organization.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My colleagues are committed to doing quality work.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

At work, my opinions seem to count.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I support the mission and goals of the MBTA.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

End of Block: Quarterly Questions

Start of Block: MODULE: Safety - COVID

In light of the COVID-19 pandemic and how it has impacted our lives and work, the following questions ask more specifically about how the MBTA has handled safety concerns around the COVID-19 pandemic.

Please rate your agreement with the following statements.

I am satisfied with the MBTA's response to the safety issues raised by the COVID-19 pandemic over the past six months.

- ○ Extremely dissatisfied
- ○ Dissatisfied
- ○ Somewhat dissatisfied
- ○ Neutral
- ○ Somewhat satisfied
- ○ Satisfied
- ○ Extremely satisfied

Management has acted quickly over COVID-19 safety concerns.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The MBTA encourages suggestions on how to improve safety when it comes to COVID-19.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager/supervisor does not do enough to ensure safety when it comes to COVID-19.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

Display This Question:

If In your role, do you directly manage/supervise other employees? = Yes

I know what to do when my employees come to me with ideas on how to improve safety when it comes to COVID-19.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neither agree nor disagree
- Somewhat agree
- Agree
- Strongly agree

Page Break

There is good communication here about safety when it comes to COVID-19.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The safety reporting process for COVID-19 related concerns is time-consuming.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The safety reporting process for COVID-19 related concerns is difficult to understand.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I know who to talk to when I have a COVID-19 safety concern.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

If I report a COVID-19 safety issue, it will be addressed in a timely manner.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

People quickly got the equipment needed to follow COVID-19 safety rules and procedures.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

People now have equipment needed to follow COVID-19 safety rules and procedures.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The COVID-19 safety equipment works well.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

I have received training that helps me do my job safely when it comes to COVID-19.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

Page Break

The MBTA is doing all it can when it comes to COVID-19 to protect the safety of the people who work here.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Supervisors/managers sometimes turn a blind eye to people who are not following COVID-19 safety rules and procedures.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel that the MBTA has maintained a focus on safety in areas **not** related to COVID-19.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

People here always follow COVID-19 safety procedures, even when they are not being supervised.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Some COVID-19 safety rules and procedures are not really practical.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My supervisor/manager often talks to me about safety when it comes to COVID-19.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My supervisor/manager listens to ideas on how to improve safety when it comes to COVID-19.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I sometimes turn a blind eye to some less important COVID-19 safety rules and procedures.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

Please rate your agreement with the following statements about MBTA COVID-19 policies.

I **understand** the MBTA's COVID-19 related policy on:

	Strongly disagree	Disagree	Somewhat disagree	Neutral	Somewhat agree	Agree	Strongly agree	N/A
Face coverings	○	○	○	○	○	○	○	○
Out-of-state travel	○	○	○	○	○	○	○	○
Temperature checks	○	○	○	○	○	○	○	○
Requesting Personal Protective Equipment (PPE)	○	○	○	○	○	○	○	○
In the past six months, how often have you worked remotely instead of traveling to your normal wo... != Never	○	○	○	○	○	○	○	○
Telework								

I **follow the guidance in** the MBTA's COVID-19 related policy on:

	Strongly disagree	Disagree	Somewhat disagree	Neutral	Somewhat agree	Agree	Strongly agree	N/A
Face coverings	○	○	○	○	○	○	○	○
Out-of-state travel	○	○	○	○	○	○	○	○
Temperature checks	○	○	○	○	○	○	○	○
Requesting Personal Protective Equipment (PPE)	○	○	○	○	○	○	○	○
In the past six months, how often have you worked remotely instead of traveling to your normal wo... != Never	○	○	○	○	○	○	○	○
Telework								

I **feel that my MBTA colleagues I interact with follow the guidance in** the MBTA's COVID-19 related policy on:

	Strongly disagree	Disagree	Somewhat disagree	Neutral	Somewhat agree	Agree	Strongly agree	N/A
Face coverings	○	○	○	○	○	○	○	○
Out-of-state travel	○	○	○	○	○	○	○	○
Temperature checks	○	○	○	○	○	○	○	○
Requesting Personal Protective Equipment (PPE)	○	○	○	○	○	○	○	○
In the past six months, how often have you worked remotely instead of traveling to your normal wo... != Never	○	○	○	○	○	○	○	○
Telework								

I **feel that contractors I interact with follow the guidance in** the MBTA's COVID-19 related policy on:

	Strongly disagree	Disagree	Somewhat disagree	Neutral	Somewhat agree	Agree	Strongly agree	N/A
Face coverings	○	○	○	○	○	○	○	○
Out-of-state travel	○	○	○	○	○	○	○	○
Temperature checks	○	○	○	○	○	○	○	○
Requesting Personal Protective Equipment (PPE)	○	○	○	○	○	○	○	○
In the past six months, how often have you worked remotely instead of traveling to your normal wo... != Never	○	○	○	○	○	○	○	○
Telework								

The MBTA's Ride Safer initiative encourages customers to wear face coverings, socially distance, and not ride while symptomatic. I **feel that customers I interact with follow the guidance in Ride Safer in regards to**:

	Strongly disagree	Disagree	Somewhat disagree	Neutral	Somewhat agree	Agree	Strongly agree	N/A
Face coverings	○	○	○	○	○	○	○	○
Social distancing	○	○	○	○	○	○	○	○
Avoiding transit while symptomatic	○	○	○	○	○	○	○	○

I feel that changes to MBTA COVID-19 policies have been clearly communicated.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

End of Block: MODULE: Safety - COVID

Start of Block: Demographics

Finally, we have a few optional questions about you.

What is your age range?

- 24 or younger
- 25-34
- 35-44
- 45-54
- 55-64
- 65 or older
- Prefer not to say

What is your gender?

- Woman
- Man
- Specify: _____
- Prefer not to say

Are you Hispanic or Latino/Latina?

- ○ Yes
- ○ No
- ○ Prefer not to say

How do you self-identify by race? (Check all that apply)

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or other Pacific Islander
- ☐ White
- ☐ Other _____
- ☐ Prefer not to say

Do you self-identify as a person with a disability?

- ○ Yes
- ○ No
- ○ Prefer not to say

End of Block: Demographics

Staff Survey Spring 2021

Start of Block: Introduction/Consent

MBTA Spring 2021 Staff Survey

This survey will help to measure the culture of our organization and see where we need to make changes or improvements. Feedback from all employees will help the MBTA leadership ensure that as an organization we are living out our core values: safety, service, equity and sustainability. Every quarter we will do a deep dive into different topics. This quarter's survey is focused on your manager, supervisor, or management team.

All questions are optional. Your responses will remain anonymous and any results will only be reported in the aggregate. Thank you for time and your feedback.

Page Break

First, we have a couple of questions about you and the work that you do at the MBTA.

What department do you work in?

- ○ Administrative/Executive
- ○ Capital
- ○ Operations
- ○ Other (including shared services, system-wide accessibility)

Display This Question:

If What department do you work in? = Operations

Which department in Operations do you work in?

- ○ Transportation
- ○ Maintenance

What employment classification is your role at the MBTA?

- ○ MBTA Employee
- ○ MassDOT Employee in a shared service
- ○ MBTA Contractor
- ○ MBTA Intern/Fellow
- ○ Other (Please specify): _____

Do you work at the MBTA full-time or part-time?

- ○ Full-time
- ○ Part-time

Page Break

How long have you worked for the MBTA?

- Less than 3 months
- 3 months to 2 years
- 2 to 5 years
- 5 to 10 years
- 10 years or more

In your role, do you directly manage/supervise other employees?

- Yes
- No

In the past three months, how often have you worked remotely instead of traveling to your normal work location?

- Never
- Rarely (less than 1 day per week)
- Some of the time (1-2 days per week)
- Most of the time (3-4 days per week)
- Always or almost always

End of Block: Introduction/Consent

Start of Block: Quarterly Questions

Now, some general questions about your experience working at the MBTA.

How satisfied are you with the MBTA as a place to work?

- Extremely dissatisfied
- Dissatisfied
- Somewhat dissatisfied
- Neutral
- Somewhat satisfied
- Satisfied
- Extremely satisfied

How safe have you felt while on the job over the past three months?

- Extremely unsafe
- Unsafe
- Somewhat unsafe
- Neutral
- Somewhat safe
- Safe
- Extremely safe

How safe did you feel while on the job at this time last year?

- Extremely unsafe
- Unsafe
- Somewhat unsafe
- Neutral
- Somewhat safe
- Safe
- Extremely safe

How satisfied are you with the MBTA's communication with employees over the past three months?

- Extremely dissatisfied
- Dissatisfied
- Somewhat dissatisfied
- Neutral
- Somewhat satisfied
- Satisfied
- Extremely satisfied

How satisfied are you with your direct manager or supervisor over the past three months?

- ○ Extremely dissatisfied
- ○ Dissatisfied
- ○ Somewhat dissatisfied
- ○ Neutral
- ○ Somewhat satisfied
- ○ Satisfied
- ○ Extremely satisfied

Page Break

Next, please rate how much you agree with the following statements about your experience working at the MBTA.

I know what is expected of me at work.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I have the materials and equipment to do my job well.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I am provided the training I need to be successful in my job.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My job makes good use of my skills and abilities.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

Page Break

There is someone at work who encourages my development.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

In the last year, I have had opportunities to learn and grow.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

I am satisfied with the promotional opportunities and opportunities to advance my career within the organization.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My colleagues are committed to doing quality work.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

At work, my opinions seem to count.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

I support the mission and goals of the MBTA.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

Page Break

End of Block: Quarterly Questions

Start of Block: MODULE: Manager/Supervisor

This quarter, we have some questions about your relationship to your manager(s). Depending on your job, you may have one direct manager or supervisor that you interact with on a regular basis, or you may report to a management team that supervises employees at your work location.

Please answer all questions about the individual or team that you directly report to. If you report to a management team, please answer questions about the team as a whole.

Please rate your agreement with the following statements.

My manager(s) clearly communicate performance expectations.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) effectively communicate the information that I need to understand.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) explain the reasons behind the decisions that they make.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) handle disagreements professionally.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My manager(s) clearly communicate changes to company policies or benefits.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

Page Break

Please rate your agreement with the following statements.

My manager(s) create a trusting and open environment.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) treat everyone on the team fairly.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) are responsive to my ideas, requests, and suggestions.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

When I approach my manager(s) with a problem, I trust that they will listen.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My manager(s) make me feel like a valued part of the team.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) treat everyone fairly when deciding to take disciplinary action.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

Please rate your agreement with the following statements.

Overall, my manager(s) are effective.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) have the expertise and ability to help me and my team succeed.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) maintain high standards for their conduct.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My manager(s) have worked to improve on issues in the last year.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My manager(s) consistently make effective decisions.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

Please rate your agreement with the following statements.

I understand how my performance is evaluated.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) give me regular feedback on my performance.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) hold individuals within my team accountable for results.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

When I do an excellent job, my manager(s) recognize my accomplishments.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

Page Break

Please rate your agreement with the following statements.

My manager(s) and I discuss my career at the MBTA.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I know what steps I need to take in order to move up at the MBTA.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel that I can reach my full potential at the MBTA.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

Please rate your agreement with the following statements.

My manager(s) recognize the importance of my personal and family life.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My manager(s) care about my well being.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My workload is generally reasonable for my role.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My manager(s) set fair deadlines.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel supported by my manager(s).

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

End of Block: MODULE: Manager/Supervisor

Start of Block: Demographics

Finally, we have a few optional questions about you.

The MBTA seeks to promote, advance, and foster Diversity, Equity, and Inclusion at the MBTA in a variety of ways including visible and not-visible categories within our workforce including Gender, Race, Ethnicity, Disability, Nationality, Culture, LGBTQ+, Age and Veterans status. Therefore, we are asking, but not requiring, that individuals share some personal information about themselves which could help us understand the many experiences of our staff. All questions are optional.

What is your age range?

- ○ 24 or younger
- ○ 25-34
- ○ 35-44
- ○ 45-54
- ○ 55-64
- ○ 65 or older
- ○ Prefer not to say

What is your gender?

- ○ Woman
- ○ Man
- ○ Specify: _____
- ○ Prefer not to say

Are you Hispanic or Latino/Latina?

- ○ Yes
- ○ No
- ○ Prefer not to say

How do you self-identify by race? (Check all that apply)

- [ ] American Indian or Alaska Native
- [ ] Asian
- [ ] Black or African American
- [ ] Native Hawaiian or other Pacific Islander
- [ ] White
- [ ] Other _____
- [ ] Prefer not to say

Do you self-identify as a person with a disability?

- ○ Yes
- ○ No
- ○ Prefer not to say

Do you identify as a member of the LGBTQ+ community?

- ○ Yes
- ○ No
- ○ Prefer not to say

Are you a veteran?

- ○ Yes
- ○ No
- ○ Prefer not to say

End of Block: Demographics

Staff Survey Winter 2021

Start of Block: Introduction/Consent

MBTA Winter 2021 Staff Survey

This survey will help to measure the culture of our organization and see where we need to make changes or improvements. Feedback from all employees will help the MBTA leadership ensure that as an organization we are living out our core values: safety, service, equity and sustainability. Every quarter we will do a deep dive into different topics. This quarter's survey is focused on workplace culture.

All questions are optional. Your responses will remain anonymous and any results will only be reported in the aggregate. Thank you for time and your feedback.

Page Break

First, we have a couple of questions about you and the work that you do at the MBTA.

X→

What department do you work in?

- ○ Administrative/Executive
- ○ Capital
- ○ Operations
- ○ Other (including shared services, system-wide accessibility)

Display This Question:

If What department do you work in? = Operations

Which department in Operations do you work in?

- ○ Transportation
- ○ Maintenance
- ○ Executive

X→

What employment classification is your role at the MBTA?

- ○ MBTA Employee
- ○ MassDOT Employee in a shared service
- ○ MBTA Contractor
- ○ MBTA Intern/Fellow
- ○ Other (Please specify): _____

Do you work at the MBTA full-time or part-time?

- ○ Full-time
- ○ Part-time

Page Break

How long have you worked for the MBTA?

- Less than 3 months
- 3 months to 2 years
- 2 to 5 years
- 5 to 10 years
- 10 years or more

In your role, do you directly manage/supervise other employees?

- Yes
- No

In the past three months, how often have you worked remotely instead of traveling to your normal work location?

- Never
- Rarely (less than 1 day per week)
- Some of the time (1-2 days per week)
- Most of the time (3-4 days per week)
- Always or almost always

End of Block: Introduction/Consent

Start of Block: Quarterly Questions

Now, some general questions about your experience working at the MBTA.

How satisfied are you with the MBTA as a place to work?

- Extremely dissatisfied
- Dissatisfied
- Somewhat dissatisfied
- Neutral
- Somewhat satisfied
- Satisfied
- Extremely satisfied

How safe have you felt while on the job over the past three months?

- Extremely unsafe
- Unsafe
- Somewhat unsafe
- Neutral
- Somewhat safe
- Safe
- Extremely safe

How safe did you feel while on the job at this time last year?

- Extremely unsafe
- Unsafe
- Somewhat unsafe
- Neutral
- Somewhat safe
- Safe
- Extremely safe

How satisfied are you with the MBTA's communication with employees over the past three months?

- Extremely dissatisfied
- Dissatisfied
- Somewhat dissatisfied
- Neutral
- Somewhat satisfied
- Satisfied
- Extremely satisfied

How satisfied are you with your direct manager or supervisor over the past three months?

- ○ Extremely dissatisfied
- ○ Dissatisfied
- ○ Somewhat dissatisfied
- ○ Neutral
- ○ Somewhat satisfied
- ○ Satisfied
- ○ Extremely satisfied

Page Break

Next, please rate how much you agree with the following statements about your experience working at the MBTA.

I know what is expected of me at work.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I have the materials and equipment to do my job well.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I am provided the training I need to be successful in my job.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

My job makes good use of my skills and abilities.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

Page Break

There is someone at work who encourages my development.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

In the last year, I have had opportunities to learn and grow.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

I am satisfied with the promotional opportunities and opportunities to advance my career within the organization.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My colleagues are committed to doing quality work.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

At work, my opinions seem to count.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I support the mission and goals of the MBTA.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

End of Block: Quarterly Questions

Start of Block: MODULE: Workplace Culture

Please rate your agreement with the following statements.

I believe the MBTA is committed to building diverse and inclusive teams.

- Strongly disagree
- Disagree
- Somewhat disagree
- Neutral
- Somewhat agree
- Agree
- Strongly agree

I enjoy the culture of the MBTA and feel like I fit in with that culture.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel connected to my coworkers and there is a sense of community among us.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Please rate your agreement with the following statements.

My department/unit has enough staff.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

My organization sufficiently recognizes employees for excellence in work.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel accepted within my unit/department.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I embrace the culture of my unit/department.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I am satisfied with the pay equity within my unit/department. Put another way, I feel people are paid fairly based on their skills and experience.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I believe my unit/department values diversity.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel like I belong in my unit/department.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Over the past year, I have never been asked to do something that compromises my values.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Abusive behavior is not tolerated in my unit/department.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Conflicts are resolved fairly in my unit/department.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Employees are held responsible for the quality of the work/service they deliver.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I am proud of the quality of the service that the MBTA provides to its customers/citizens.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I am proud of the work I do as an MBTA employee.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Please rate your agreement with the following statements.

I feel the MBTA puts safety at the forefront of our work.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel that the MBTA endeavors to deliver superior service, connecting people and communities.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel that the MBTA strives to treat all customers and employees fairly and consults diverse voices and perspectives in decision making.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel that the MBTA invests resources wisely in solutions for our team, our communities, and our environment.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I have a good understanding of the mission and the goals of this organization.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The MBTA leadership team has recently revised our vision for the future, the mission of our organization and the core values that should guide our daily decisions and work. **Vision:** We envision a thriving region enabled by a best in class transit system. **Mission:** We serve the public by providing safe, reliable, and accessible transportation. **Values:** ***Safety:*** We put safety at the forefront of our work. ***Service:*** We endeavor to deliver superior service, connecting people and communities. ***Equity:*** We strive to treat all customers and

employees fairly and consult diverse voices and perspectives in decision making.

Sustainability: We invest resources wisely in solutions for our team, our communities, and our environment.

I understand how my daily work contributes to the organizations' vision, mission, and values.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The actions of managers in my organization reflect our vision, mission, and values.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The actions of executive leadership in my organization reflect our vision, mission, and values.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

I feel like the employees within the MBTA are motivated in undertaking its vision, mission, and values.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

The MBTA's values align well with my own values.

- ○ Strongly disagree
- ○ Disagree
- ○ Somewhat disagree
- ○ Neutral
- ○ Somewhat agree
- ○ Agree
- ○ Strongly agree

Page Break

End of Block: MODULE: Workplace Culture

Start of Block: Demographics

Finally, we have a few optional questions about you.

The MBTA seeks to promote, advance, and foster Diversity, Equity, and Inclusion at the MBTA in a variety of ways including visible and not-visible categories within our workforce including Gender, Race, Ethnicity, Disability, Nationality, Culture, LGBTQ+, Age and Veterans status. Therefore, we are asking, but not requiring, that individuals share some personal information about themselves which could help us understand the many experiences of our staff. All questions are optional.

What is your age range?

- 24 or younger
- 25-34
- 35-44
- 45-54
- 55-64
- 65 or older
- Prefer not to say

What is your gender?

- ○ Woman
- ○ Man
- ○ Specify: _____
- ○ Prefer not to say

X→

Are you Hispanic or Latino/Latina?

- ○ Yes
- ○ No
- ○ Prefer not to say

X→

How do you self-identify by race? (Check all that apply)

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or other Pacific Islander
- ☐ White
- ☐ Other _____
- ☐ Prefer not to say

Do you self-identify as a person with a disability?

- Yes
- No
- Prefer not to say

Do you identify as a veteran?

- Yes
- No
- Prefer not to say

End of Block: Demographics